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The Solicitors' Journal.

LONDON, MARCH 3, 1866.

IT MAY BE SERVICEABLE to the profession to be informed that on Friday week, when the case of *Lyon v. Dillimore* was under discussion, Vice-Chancellor Stuart stated that, in future, in all cases in which obstruction to ancient lights had to be considered, he should summon a jury to determine, first, obscuration; and secondly, if necessary, what damages should be awarded. His Honour added that he had not been among the foremost to avail himself of juries, but the Legislature having provided for them in Chancery, he thought the only satisfactory mode of deciding such questions was by the kind of compromise which twelve men would come to in order to arrive at their verdict.

THE LORD CHANCELLOR'S BILL to amend the practice of the Court of Divorce contains a provision which, if properly followed by orders as to costs, may in some way check an evil which has been growing up since the formation of that court, and which, unless checked, must become intolerable.

Already do certain of the class of advertising lawyers offer tempting facilities to wives supposed to be desirous of divorce, and the means of extortion created by this class of business will doubtless increase their number unless stringent measures are taken to keep them effectually within bounds, and prevent the ruin and desolation the present state of the law permits.

It is bad enough to be afflicted by an unworthy spouse; it is terrible that, in addition to the mental misery, great pecuiary loss is inevitable if the injured husband endeavours to obtain redress; but his plight is worst of all if he ventures to withdraw himself from the companionship of his guilty partner; in the former case he cannot avoid one suit, but in the latter two are inevitable, if, as is quite possible, the wife to her infidelity adds the baseness of endeavouring to injure further the man she has sworn to cherish.

Suppose the husband to commence a suit, unless he be a man of considerable means he has a hard task before him. The newspapers will kindly give the names of sympathysing attorneys, volunteers for this especial kind of mischief, who will gladly take the case in hand for his wife, however flagrant it may be, because they know well that they can fleece the husband acording to his position in life, harrasing him with all kinds of costs and expenses which must be paid for, however good his case, before the husband's suit can be brought to a hearing. Of this kind are motions of every conceivable nature, summonses, commissions to examine imaginary witnesses—would the wife like a trip to the continent she can have a commission to examine herself—and by a remarkably simple contrivance the costs can be doubled at once, and every conceivable means of vexation thus multiplied, to the benefit of no one except the wife's advisers. It is to prevent this extravagance that the Lord Chancellor has added to his bill a clause empowering the Court to give judgment in favour of the respondent on any issues he or she may choose to raise in answer to the case of the petitioner.

The husband immediately on discovering the infidelity of his wife is bound to separate from her, if he does not he condones her offence; if he does, the wife, in answer to his suit, can file a petition against him on the ground of desertion; this affords the gentlemen before alluded to an opportunity to double the costs at once.

In this way many suits are stopped altogether, and many others delayed till the evidence is lost and there is no remedy to the injured party.

The injustice of this is apparent, for it is not equal, and only affects the husband. The wife is not barred by any such proceedings on the part of the husband, she may proceed in spite of them, and it is absurd to suppose that every husband would attempt to proceed against his wife without giving her proper means to defend herself. It is curious to see how Sir Cresswell Cresswell has worked at the crude and unsatisfactory Act of Parliament creating this Court, how here and there he has strained at a gnat and swallowed a camel. Surely it might fairly be contended that the judge had already power to give the relief intended to be provided for by the new Act, it was clearly within its spirit; but Sir Cresswell Cresswell held that he had no such power, and yet, without any effort, he jumped at the conclusion, without one syllable on the part of the Legislature, that he had power virtually to stop poor men from proceeding in the Court, by refusing to hear them until they had not only paid the interlocutory costs of their wife's solicitor, but found funds for the expenses of the trial.

The Act itself gives no such power, nor do the rules sanctioned by Parliament. This is the real root of the evil. Abolish this practice, and it would become necessary to inquire whether there were any grounds, before putting the husband to expenses of commission, motions, &c. At present these expenses must be paid for before the husband can even open his case, and the attorney has only to consider the effect of the hearing.

The remedy offered to meet the evil is about as disproportioned to it as Falstaff's half-pennyworth of bread was to his *quantum* of sack, but it is still some alleviation of the misery the Act is creating. Unfortunate husbands may now be robbed only to half the extent hitherto lawful; but, at least, even if this is all we may now hope for, we trust that some benevolent member of either House will move an amendment, and that no suit at present stayed or about to be stayed in this manner will, or can, be stayed any longer. We are informed that several honest suits have been stayed for years in this manner—surely these poor plundered husbands should be entitled to the same relief as those contemplated by the new Act, and the bar removed from them as well as future suitors.

But there will be no valid remedy for the evil till the proposition formerly attributed to the Attorney-General is passed into law, and a plaintiff wife is compelled to sue by a responsible next friend.

It is said that there is an action now pending in one of the superior courts to test the legality of these orders, and, if that case should be won, and the Legislature refuse to cripple poor men in this way by an express enactment, and the present enactment be past, the Act will be shorn of some of its worst evils. Instead of being a boon to poor men, in many cases the expenses actually exceed the amount which formerly was required for a special Act of Parliament.

THOSE OF OUR READERS who are interested in the repeal of the Certificate Tax will be glad to hear that the honourable and learned champion of the movement for that repeal is again in Parliament. The result of the Tiverton election on Wednesday was—

Hon. G. Denman, Q.C.	232
Sir John Hay	186
Majority for Denman	—46

THE BENCHERS OF THE Inner Temple have granted permission to the Inns of Court Volunteers to erect a memorial in the Inner Temple Gardens to the late Lieu-

tenant-Colonel Brewster. Subscriptions to a considerable amount have already been sent in, and the nature of the proposed memorial will be decided upon with as little delay as possible.

THE ATTORNEY-GENERAL, in a letter to the *Times*, lays down (by way of correction of the *Times* report of his speech in the House of Commons on the Foreign Enlistment Act) three points of some consequence and interest. We give the learned gentleman's own words:—

"1. I did not say that there was nothing in the 10th or 11th section of the American Foreign Enlistment Act which was not contained in our own Act; but that those sections were applicable only to ships (*i.e.*, armed vessels and ships built for warlike purposes, of which the cargo principally consists of arms and munitions of war) with which our own Act was also practically adequate to deal; and that if exactly similar provisions had been contained in our Act, they would have been inapplicable to such ships as the *Alabama*, *Florida*, *Georgia*, and *Shenandoah*, none of which, when they left this country, were armed, or had any cargo on board consisting of arms or munitions of war.

"2. I did not say that the Government seized the steam-rams at Birkenhead without 'the absolute security of a conviction, which would have made it prudent for them to institute a prosecution.' In fact (as is known to everybody), the Government did institute a prosecution against those vessels; but what I said was, that although the Goverment were in possession of evidence which they thought sufficient to entitle them to a verdict in that case, it was not such as to preclude all risk of an opposite result; and that it was thought prudent to avoid that risk by compromising the case instead of proceeding to trial.

"3. I did not say that the United States, in former times, 'endeavoured to prevent breaches of neutrality with a success which cannot be deemed slight or inconsiderable;' but that our own sucess in preventing breaches of neutrality during the late war could not be deemed slight or inconsiderable if compared with that which had attended the endeavours of the United States to prevent similar breaches of neutrality in former times."

"EVEN THE GOOD HOMER is sometimes caught napping," if we can believe our old friend Flaccus, and although lawyers are ordinarily reputed to be as little prone to sleepiness or want of vigilance as any class of the community, the notice of the case of *Lilley* v. *Allen*, which appears elsewhere in our columns, would seem to afford evidence, if any were needed, that they are not altogether free from the common infirmities of human nature. The discovery of Mr. Philip Frere, of Dungate, Cambridgeshire, of the manuscript of the fifth volume of the' 'Paston Letters," which his father, the late Serjeant Frere, was unable to find, and which, for so many years, had almost miraculously escaped detection, is not more remarkable than the circumstance to which we are about to call attention.

Some fifty years ago the case of *Clark* v. *Elliott*, 1 Madd. 606, was decided in the court of first instance, and from that time downard to Thursday week, February 22nd, it seems to have escaped the notice of the profession generally that Lord Eldon, on appeal, had overruled the decision of the Vice-Chancellor. Authors of text-books of the greatest eminence—not even excepting Lord St. Leonards—have cited the case, wholly unconcious of its revision by a superior tribunal; and it was reserved for Mr. Alfred George Marten, after the lapse of half a century, to correct the common misapprehension.

The discovery in this instance, as in many others, seems to have been made by the purest of accidents. Mr. Marten, as is the custom of the profession, has bought his old reports, or, at any rate, this part of them, at second-hand. A former owner of the book appears to have been better posted up in this case than the profession generally, and had also, after the manner of lawyers, noted the reversal of the decision in the margin of his copy. In the case of *Lilley* v. *Allen*, 10 Sol. Jour. 381, Mr. Malins, who appeared on the motion, naturally enough referred to *Clark* v. *Elliott* as an authority in support of the view for which he was contending. Mr. Marten, however, strong in the possession of the information which he had thus acquired, remarked "I should tell you that I have an old volume of Maddock in which there is a manuscript note stating that *Clark* v. *Elliott* was heard upon appeal before Lord Eldon on the 9th and 16th of July, 1816, and the decision of the Court below reversed." Mr. Malins was, of course, incredulous, and advanced the high authority of Lord St. Leonards as evidence that the manuscript note was wrong, and the Court suggested that the writer had in all probability committed a blunder and attached the note to the wrong case. But in order to set the question at rest, his Honour sent for the Registrar's Book for 1816, when the accuracy of the unknown annotator was conclusively established.

This sudden flood of light may well bespeak indulgence for authors of text-books less conspicuous than Lord St. Leonard's, who, in works of some hundreds of pages, may be found tripping in a single line; and, as "to err is human," even counsel who have given an erroneous opinion might, with propriety, be spared the somewhat severe observations which were made by one of the Vice-Chancellors on Friday week. No doubt, in the case which called forth the remarks in question, some expense had been incurred consequent upon counsel's error; but it should be borne in mind that even persons filling the exalted position of Vice-Chancellors are not differently constituted from the rest of mankind, and, as the records of decisions in the appellate courts amply demonstrate, are not free from liability to error.

WE HAVE TO ANNOUNCE the death of James Campbell, Esq., Q.C., one of the benchers of Lincoln's-inn, and one of the Charity Commissioners for England and Wales. The learned gentleman, who was called to the bar on the 8th February, 1821, and called within the bar in 1851, died on Thursday evening last.

WE UNDERSTAND that the Bankruptcy Bill wil not be introduced until after Easter.

THE *Australian News* of Nov. 25, just to hand, says—"The soft goods men have proceeded with their actions in the Supreme Court, and got verdicts for the full amount claimed. Nonsuit points, however, have been raised, which will be argued in Term, and half-a-dozen questions are ready for the Privy Council. The Act which permits the Queen to be sued gives no power to enforce the judgment. A certificate is granted instead of a writ of execution, and there the powers of the Supreme Court end. Before any final decision is arrived at, the tariff will be legalised." This remains to be seen, and we hardly think they will be able to legalise it *ex post facto*.

JOHN SMALE, Esq., Attorney-General of Hong Kong, now at home on leave, has been appointed to the post of Chief Justice for that colony.

WE ARE SORRY to have to announce the death of Charles G. Addison, Esq., of the Inner Temple and Home Circuit, barrister-at-law. He was the author of the well-known work, "On Contracts," and also of "Wrongs and their Remedies," and of several works bearing upon the law and history of the middle ages. Mr. Addison was called to the bar in Trinity Term, 1842, and held for several years the post of revising barrister for the eastern division of Kent.

A MELANCHOLY ACCIDENT has cut short the professional career of Charles Newton, Esq., of the Middle Temple, and Northern Circuit. It appeared that, on Tuesday night or Wednesday, the learned gentleman had

complained to a friend of being unwell, and it is supposed that coming down the stairs leading from his chambers in the dark he missed his footing and pitched forward on his head. A gentleman who lived in the same court found him in the morning lying at the bottom of the stairs quite dead. Mr. Newton was called to the bar on the 17th April, 1846.

WE HAVE TO ANNOUNCE the death, on Wednesday last, of John Lee, LL.D., Q.C., of Hartwell, a gentleman who was known not only as a lawyer, but as a politician, a scientific man, and a social reformer. He was an energetic radical, and frequently appeared on the hustings at Aylesbury as an opponent of Mr. Disraeli. In some cases he went to the poll, but was never successful. His house at Hartwell was a perfect museum, and scientific men always found a welcome there. In his general manners Dr. Lee was somewhat eccentric. He was an active member of several of the learned societies. The rectory of Hartwell and the vicarage of Stone, Buckinghamshire, which were in his gift, he made over some years ago to the Royal Astronomical Society, who have remained the patrons ever since. Dr. Lee was admitted to practice as an advocate at Doctors' Commons on 3rd November, 1816, and was advanced to the dignity of a silk gown in 1864.

INDIAN MAGISTRATES.

It is one of the peculiar boasts of our political system, and certainly is one of the corner stones on which the liberties of the country rest, that the public officials whose duty it is to administer the laws are themselves bound by the laws they administer, and that a public officer who acts in excess of the powers assigned to him by law is responsible for his acts in the same way as a private individual. On the importance of this principle it is unnecessary to enlarge, nor is it necessary to add that no man accused of an illegal act can plead, in justification, the command of a superior, and that when an illegal act is done by order of a person in authority, those who give the order, as well as those who execute it, are equally and severally responsible. We have frequent examples of the jealousy with which these principles are guarded in the actions which are from time to time brought against magistrates and other public officers for acts done in excess of their powers, and most of our readers will recollect a recent case in which an officer in the army, who had been illegally imprisoned in India, brought actions successively against the Commander-in-Chief and other high officers in the Government, and recovered substantial damages against them all.

So jealous in fact is our law of any assumption by persons in official positions of an authority beyond that committed to them by law, that it has been laid down by old authorities that if the sheriff, having received a warrant to hang a criminal, were to behead him, it would be murder, as being unauthorised by the law.

We make the above remarks with reference to a case which has recently occurred in India, the facts of which will we think speak for themselves.

The district of Peshawur in Northern India is part of the province of the Punjab. This province has for the last fifteen years been under British rule, and has been regarded as the best example of our modern Indian administration. Courts of justice have been regularly constituted throughout the province, and a regular code of criminal law and procedure is in force.

The system is based on that with which we are familiar in England. The district magistrate, who corresponds to our stipendiary magistrate, is judge of first instance, and takes cognizance of all offences. Of a certain class of offences, involving short terms of imprisonment, he has power to dispose summarily, while more serious cases are remitted by him to the Sessions Court, corresponding to our Courts of Assize, which is presided over by the sessions judge, generally an official of rank and experience. The latter has authority to deal with all cases, including capital cases, but subject to this important provision, that no capital sentence can be carried into execution without the express authority of the judicial commissioner of the province, who resides at Lahore, and who is bound to peruse the record, and, if required, to hear such arguments as may be urged on behalf of the prisoner, before confirming the sentence; in this respect performing the functions which in this country are divided between the Court of Criminal Appeal and the Home Secretary. This system, which was established and brought into operation under Sir John Lawrence, the present Governor-General of India, has (we are informed) been rigidly adhered to, and no deviation from it has taken place until the case we are about to mention; in short, all that legislation could do was done, the only thing which remained to be found was that which no legislation can provide, just and conscientious administrators of the law, and a Government strong enough to enforce obedience to that law by its own officers.

In the autumn of last year Lieutenant Ommanney, an assistant to the magistrate of the district of Peshawur, was riding in the neighbourhood of Peshawur when he was assassinated by a Mahommedan fanatic. Such acts have been not uncommon in India, and are in most cases the result of fanatical or private malice, and in no way connected with political or social conspiracies. The assassin was taken in the act by the attendants, and lodged in the Government gaol near Peshawur to await his trial, which would, according to the usual practice, have taken place in about ten days, and which would in all human probability have resulted in his speedy conviction and execution.

Beyond the official rank of the murdered man there was nothing to distinguish the act from other acts of a similar nature, which are, as may be supposed, not uncommon among a large and fanatical population, certainly nothing to give cause for a violation of the law on the part of the British authorities.

But the district magistrate appears to have thought otherwise. He was absent when the offence was committed, and it was only on his return next day that he learnt that his assistant had been murdered. Our readers will scarcely credit the story that, without communicating with the Government, he proceeded without delay to the gaol where the prisoner was confined, and of his own mere authority caused him to be brought out and summarily hanged without trial. The report of the case in the *Calcutta Englishman* contains the following passage. "We got the assassin, and hung him next morning. We did away with regulations this time—hung him first, and then sent up for permission afterwards."

We are unwilling to assign motives for the above act, but many may suggest themselves to the minds of our readers. It might have been vengeance for the loss of a friend and assistant, uncontrolled by public opinion or reverence for law; it might have been a desire of notoriety, or a desire to acquire a character for "energy," a quality which in many cases leads to promotion more surely than wisdom or probity. But, whatever was the motive, there is no doubt of the nature, of the act. It was murder—murder as flagrant and less excusable than that which it sought to avenge. The Mahommedan fanatic, probably, believed that he was fulfilling the commands of the Most High in destroying the life of the infidel. The English magistrate knew that he had no authority either from God or man to destroy the life of the prisoner whom the law had placed in his charge for custody, but not for punishment.

The country was in profound peace. The man was safe within the walls of a British gaol, in a fortified station, garrisoned by a numerous body of British troops, and in daily communication by telegraph with Lahore, the seat of Government. Rescue was impossible, and if the case had been thought a special one, instructions might have been obtained in a few hours from the Government at Lahore. It is impossible to suggest any

just excuse for an act which was not so much a departure from law, as a lawless act.

If it were possible that such a thing could occur in the United Kingdom, we know what the result would be. If a Tipperary Magistrate were to avenge the murder of his agent by summarily hanging the murderer, it requires no great knowledge of the law to know that the magistrate would have in due course to justify his conduct before a jury on a charge of wilful murder. That is the law of England, and it is also the law of India.

What then is the course which the Indian Government ought to take on the present occasion. Clearly that which the British Government would have taken in the instance we have given. How can we uphold the majesty of English law over millions of Asiatics if we allow it to be openly violated without cause by the very officers we employ to administer it.

We have not yet received information as to the steps which the Government of India intend to take in the above matter, but it is rumoured that no proceedings will be taken, and that this gentlemen will retain his appointment and reap the fruits of his "energy." The victim, it is urged, was "only a native."

If this be the case, the sooner the attention, not only of the new Secretary of State for India, but of the English House of Commons, is directed to the subject, the better it will be for the honour of the country and the credit of our judicial system. R. J. C.

THE CONSTITUTIONAL RIGHTS OF "THE EXECUTIVE."

In a late number we called the attention of our readers to the unconstitutional doctrine put forward by the *Times* that "the executive has a right to provide for the safety of society by dispensing with the ordinary processes of law;" and more especially to the instances of Mrs. Suratt and Captain Wirtz, the former of which appeared to the *Times* to be a recognition of this doctrine by the American Government. We endeavoured to point out that the execution of Mrs. Suratt and Captain Wirtz were acts of absolute and arbitrary power, not justifiable by any system of law recognised in this country or in America, and we venture to express our belief that the American people were by this time heartily ashamed of them.

Our remarks have received a singular confirmation by the arrival from America of the opinion of Mr. Speed, the American Attorney-General, with reference to a personage of far greater importance than either Mrs. Suratt or Captain Wirtz, viz., Mr. Jefferson Davis, which has already* appeared in the columns of this Journal.

Whatever doubts may exist as to the abstract justice of the fate of Mrs. Suratt and Captain Wirtz, it cannot be disputed that, if the crime of "high treason" can properly be charged against any person implicated in the American War (a question on which we at present give no opinion), Mr. Jefferson Davis was guilty of that crime; and that, if there were any case in which the executive would be entitled "to dispense with the ordinary processes of law", or, in other words, to execute vengeance and call it law, it would be the case of "the arch-traitor," who had done his utmost to destroy the authority of the President throughout nearly half the area of the United States, and had been one of the principal actors in a sanguinary civil war.

The opinion of the Attorney-General on this point, which, we think, may be taken as a proof that the impulse which dictated the sanguinary acts above mentioned, has already passed, and that the principles of law and justice have regained their sway over the most proverbially "law-loving" people in the world, is of importance for us from the light which it throws upon the abstract legal question involved. Indeed, it is for the sake of this question alone that we refer to the matter at all. The Attorney-General of the United States is doubtless, as one of the law officers of the government, more or less influenced by political sympathies, which would not operate in favour of the President of the late Confederacy, and therefore we are entitled to rely on his opinion as the strongest evidence of the illegality of a course which, in spite of all political considerations, he reprobates. We do not mean to express any opinion on Mr. Speed's views on any other point than the one above referred to; purely political questions, domestic or foreign, have no interest for us, but we desire to call to the attention of those who maintain the inherent power of the "executive," whether civil or military, to suspend the laws from which alone they derive their power, to continue such suspension for any period they may in their discretion think fit, and during such period to dispose of the lives and property of British subjects according to their arbitrary will and pleasure, to the view taken of the question by the highest law officer of an "executive," subject in this respect to laws precisely analogous to our own.

R. J. C.

* 10 Sol. Jour. 384.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

LORDS JUSTICES.

Feb. 22.

Re THOMPSON, *a Solicitor.*

This was an appeal, by way of motion, from an order made by Vice-Chancellor Stuart, on summons adjourned from chambers, directing the taxation of one only of two bills of costs delivered by Thompson to his client, one Taylor. Several questions were argued, but the decision turned wholly on the construction to be put upon a letter written by Thompson to Taylor, which was expressed to be without prejudice to any of his rights, but in which he said he had no objection to the bills being taxed.

Southgate, Q.C., and *Bush*, for the appellant.

Malins, Q.C., and *Speed*, for the respondent.

The Lords Justices were of opinion that the letter in question amounted to a submission to have the bills taxed, and, therefore, it was unnecessary to express any opinion on the other points in the case.

Jan. 31; Feb. 23.

MOORE *v.* MOORE. *Re* MOORE.

Gift—Onus probandi—*Executor.*—In this case an executor had sought, in an inquiry in an administration suit, to surcharge his co-executor with a sum of £500 in excess of the amount admitted to be due from him to the estate. The Chief Clerk having refused to make the surcharge, it had been allowed by Vice-Chancellor Stuart on motion to vary the certificate; and from this allowance the present appeal was brought.

The defendant, from whom the £500 was alleged to be due, made an affidavit, stating that that sum had been given him by his aunt, whose estate was being administered in the suit, some time previous to her death, but that she required him to pay, and he did pay, to her, interest on the sum so given during her life. No memorandum of this transaction had been made either by nephew or aunt.

The plaintiff alleged that the transaction was a loan and not a gift, and supported this view by evidence of a conversation between the testatrix and a member of her family, who had since died.

Malins, Q.C., and *Cracknall*, for the plaintiff.

Bacon, Q.C., and *Graham Hastings*, for the defendant.

Their Lordships reserved judgment.

Feb. 23.—The defendant and his wife now attended by desire of their Lordships, and were examined in court.

Their Lordships said that, though at the time of the argument they doubted whether the defendant had discharged himself from the onus which lay upon him of

showing that the transaction was a gift, they were now of opinion that he had done so satisfactorily. The evidence of the defendant and his wife was worthy of credit, and it was a marked feature in the case that the defendant was not only the favourite nephew of the testatrix, but had been brought up by her. The question, however, was one on which it was proper to take the opinion of the Court. Costs of all parties to be costs in the cause.

Solicitors, *Oliver Richards; Bowen May.*

Feb. 28.

RE THE LONDON ARMOURY COMPANY (LIMITED).—In this case an order for winding-up the company had been made by the Master of the Rolls.* A petition of appeal was presented, and afterwards an arrangement was made between the parties for discharging the order of the Master of the Rolls on certain terms. Their Lordships made an order merely discharging the order of the Master of the Rolls by consent.

Baggallay, Q.C., Southgate, Q.C., T. A. Roberts, and *Druce,* appeared on the appeal.

MASTER OF THE ROLLS.

Feb. 23.

GLOVER *v.* WILSON.

Agreement for a lease—Specific performance—Purchaser from original lessor with notice of agreement.

This was a suit to enforce specific performance of an agreement for a lease.

The agreement was dated the 1st of January, 1861, and was for a lease for ten years from that date. In 1863, the defendant having notice of the agreement, purchased of the original lessor. Negotiations were entered into between the plaintiff and the defendant, as to a surrender by the plaintiff of his interest in the property, but no contract was come to. The defendant attempted to set up that the plaintiff had agreed to part with his interest, on being compensated for a fence and shed erected by him. And some memorandum of agreement for a valuation of the fence and shed appeared to have been drawn up, but nothing was done under it, and the plaintiff continued to hold as the tenant of the defendant. Recently the defendant gave the plaintiff notice to quit, the plaintiff then filed his bill for specific performance of the agreement.

J. W. Dunning, for the plaintiff, stated the facts.

Baggallay, Q.C., and *J. T. Humphry,* submitted that there had been a parol variation of the original agreement, and therefore specific performance would not be decreed.

LORD ROMILLY, M.R.—In this case the purchaser from the original lessor endeavoured to induce the tenant, the plaintiff, to give up his agreement for a lease, and admits that he came to no contract or agreement with the plaintiff enforcible at law or equity, and because the defendant enters into some negotiation, the terms of which were never arranged, therefore, the defendant sought to maintain in that Court the proposition that the plaintiff's rights under the original agreement were gone. Specific performance must be decreed.

Solicitors for the plaintiff, *H. B. Clarke,* for *Dunning & Kay,* Leeds.

Solicitors for the defendant, *Torr, Janeway, & Tagart,* for *Thomas Simpson,* Leeds.

In re JOHNSON'S ESTATE. STEELE *v.* COBHAM.

Affidavit as to documents—Withdrawal of document—Plaintiff's right to inspect.—This was a summons from chambers. One of the defendants, in his affidavit as to documents, included a bill of costs, the amount of which, as trustee and executor, he claimed to be paid out of the estate, the subject of the suit. Among the items in the bill of costs were the costs of a case and opinion of counsel, which was described as taken on behalf of himself, and he objected to produce such case and opinion, as he claimed to hold it in trust for other persons, not parties to the suit, whose rights might be prejudicially affected. In another affidavit as to documents he said that the case and opinion had been erroneously inserted in his former affidavit, that the opinion was really not taken for himself but for other parties, and that he was ready to pay the costs of the case and opinion out of his own pocket, and to have that item struck out of his account.

Selwyn, Q.C., now asked that the plaintiffs might have the case and opinion delivered up to them for inspection. The defendant in his first affidavit treated the case and opinion as relating to the estate, and then in another affidavit said it did not relate to the estate. The other parties were entitled to judge for themselves.

Southgate, Q.C., for the defendant.—It was inserted in the schedule in error.

LORD ROMILLY, M.R.—The defendant must have thought the case and opinion related to the matters in this suit, when he sought to charge the estate with the costs of the same. The plaintiffs are entitled to see the case and opinion.

Solicitor, *T. S. Southgate.*

Feb. 28.

PARKE *v* BANKES.

This was a suit by a wine merchant, who had supplied Mrs. Bankes, a lady living apart from her husband, with goods to the amount of £49, on the faith of her separate estate and it sought to enforce the debt as a charge on such separate estate. It appeared that the defendant, after the decision in *Johnson* v. *Gallager,* 9 W. R. 506, had assigned all her separate estate, to which the plaintiff laid claim, to her daughter by a bill of sale, so that the plaintiff had no longer any case, and he now asked that the bill might be dismissed, but without costs on account of the defendant's misconduct.

Jessel, Q.C., and *Jackson* for the plaintiff.

Selwyn, Q.C., and *C. Russell,* for the defendant.

His Lordship dismissed the bill without costs.

In re THE BRITISH UNION ASSURANCE COMPANY. *Ex parte* SCHOALES.

This was a petition by Mr. Schoales for a compulsory winding-up of the company. The company was incorporated under the Act of 1845, and was afterwards registered under the Companies Act, 1862, but with unlimited liability. Mr. Schoales was a director of the company from its commencement down to November 25, 1864. The last board meeting which he attended took place on July 27, 1864, when he withdrew from the management, and afterwards (on 25th November) resigned. While acting as director, he, along with the other directors, entered into engagements on behalf of the company, and incurred personal liabilities on promissory notes and otherwise, against which the company had agreed to indemnify him, and he now claimed to be considered as a creditor of the company in respect of a sum of £625 (part of a sum of £2,500 secured by a joint and several promissory note of himself and other directors), which he had paid. In August, 1864, the company began what is called industrial business, viz., issuing policies to insure sums less than £50 to the working classes in consideration of weekly or monthly payments; and Mr. Schoales asserted that in this business large liabilities had been incurred without his concurrence.

The other contributories and creditors were anxious to wind-up the company voluntarily, and to hand over the assets and business to a new company called the "Empire Assurance Corporation (Limited);" and, at certain extraordinary general meetings of the company, held on the 5th October, 1862, and at subsequent dates, resolutions were passed for winding-up the company in accordance with such arrangement. Mr. Schoales asserted that these resolutions were informal, as not complying with the requirements of the 51st section of the Act of 1862, and with certain clauses of the articles of association of the company, and he prayed that the company might be wound-up compulsorily.

Southgate, Q.C., and *Brookshank,* for the petitioner.

Selwyn, Q.C., and *A. E. Miller,* for the company, denied that Mr. Schoales could be held to be a creditor, as his liabilities on his shares were greater than any possible

* 10 Sol. Jour. 311.

claim he could make on the promissory note; and they contended that the meetings at which a voluntary winding-up was agreed to were held, and the resolutions passed, in accordance with the Act, and that the provisions of the Articles of Association did not apply to such meetings except where the Act expressly mentioned them.

At any rate, if the Court thought the winding-up proceedings informal, it would not make any order upon this petition, but would refer the matter back to a general meeting of the company: *East Pant Du Mining Company* v. *Merryweather*, 2 H. & M. 254; *In re Bank of Gibraltar and Malta*, 14 W. R. 69, 1 L. R. Ap. 69; *In re Great Northern Copper Company*, 10 Sol. Jour. 309.

De Longueville Giffard, for certain creditors, supported this view.

LORD ROMILLY, M.R., suggested a continuation of the voluntary winding-up under the supervision of the Court.

Southgate, Q.C., in reply.—That can only be done where there is a valid voluntary winding-up.

LORD ROMILLY, M.R., said that he had no doubt that the winding-up resolutions were informal. He would direct that the petition should stand over generally, with liberty to apply, in order that the company might, if it thought fit, pass a proper resolution to wind up voluntarily; and they might, if they pleased, make it a condition that the liquidator should give security; and he intimated his intention of ordering that such winding-up, if resolved upon, should be under the direction of the Court.

Solicitors, *Pulbrooke; Davis; Sheppard & Co.*

WOOD *v.* WOOD.—This was an administration suit, the only question in the case was as to the construction of a special clause in a will. The testator had devised his residuary, real, and personal estate upon trust to convert the same, and, after the decease of his widow, to divide the proceeds among his six children, and the issue of such as should die leaving issue. And in a latter clause of the will he provided that "in case any of my sons or my daughters shall die during my life or after my decease, without leaving any child which shall attain twenty-one, then the interest of the son or daughter so dying shall go to such of my children or grandchildren as shall be alive at the death of the person last entitled to such share." The six children all survived the testator's widow, and attained the age of twenty-one.

Bagshawe for the plaintiff.

Dunning for the defendant.

LORD ROMILLY, M.R., held that this proviso could not be held to have any application after the period of distribution had past, for unless it was limited to the time before the period of distribution, the will would be inconsistent with itself. The six children must be held to be absolutely entitled to their shares.

VICE-CHANCELLOR KINDERSLEY.

Feb. 15.

AARON *v.* MILLINGTON.—*Thomas* moved for an injunction to restrain an action of ejectment. In April, 1860, the defendant agreed in writing to grant a lease of premises, 16 and 17, Brown's-lane, Spitalfields, to the plaintiff for twenty-one years at £35 a-year rent, provided they were repaired to the satisfaction of the defendant's surveyor; and there were certain stipulations as to what the lease was to contain. The plaintiff's case was, that he had paid the rent and performed the covenants, although the repairs were not to the satisfaction of the defendant's surveyor; but the defendant had filed affidavits to show that the agreement had not been performed. It appeared, although not stated in the bill, that the plaintiff had made over his interest in the agreement to Joseph Crawcone, and become bankrupt, and had subsequently re-acquired his rights under the agreement. It was alleged for the plaintiff that his assignees had elected not to take the benefit of the agreement, but this was denied.

Rendall, for the defendant, was not called upon.

KINDERSLEY, V.C., said there was more than a suspicion that the plaintiff had attempted to defraud his creditors by making over his interest to Crawcone, and then, when discharged, taking it back again. He had no interest, on his own showing, when he was bankrupt, nor now, for the assignees had not given up their rights. Nothing of all this appeared in the bill. The motion must be refused with costs.

Feb. 17.

In re PORTSMOUTH, PORTSEA, AND GOSPORT BANK. MUMBY'S CASE.—The question on this summons was whether the name of Mr. Mumby was to be placed on the list of contributories in the winding up of this company. It appeared that he took ten shares, and paid £140 upon them; his case being that he did so on the confidential representation of two directors, which turned out to be false in fact.

De Gex, Q.C., and *Horton Smith*, appeared for the official liquidator.

Baily, Q.C., and *Roxburgh*, for Mr. Mumby.

KINDERSLEY, V.C., was of opinion that Mr. Mumby was liable, this not being a representation which could be considered as deceptive upon the public, and, therefore, not within the authority of *Brockwell's case*.

Feb. 22, 23.

HIBELL *v.* COLBOURN.—In this case the parties were wire-drawers at Aston, near Birmingham, carrying on business since 1864 in partnership, under articles. Disputes arose, and the defendant gave notice to the plaintiff, purporting to be under the articles, to dissolve the partnership, on the ground that he had engaged in another business by taking out a patent for improved annealing pots; had expended the partnership money for experiments not connected with the business; had employed a workman contrary to the wish of the defendant, and not been just and faithful in his dealings; and had received moneys and not paid them in to the bankers—any of which things, if proved, was, under the articles, good cause for dissolving the partnership. The plaintiff and defendant had each a large sum of money in the business, but the defendant had given the bankers notice not to honour the plaintiff's cheques, the effect of which had been that a creditor, whom the plaintiff was, in consequence of such notice, unable to pay, had threatened to make the partnership bankrupt. He had also received moneys for discharging that debt from debtors to the firm. The defendant, subsequently to the notice to dissolve, which was dated the 16th of January, had procured an award to be made, and a valuation, by one Leonard Jenkins, on the footing that the partnership was duly dissolved, and that the award had declared in the defendant's favour on the question of his notice to dissolve. The plaintiff's case was that the defendant was perfectly cognizant of the patent, and had suggested an improvement, and insisted upon paying for the experiment out of the assets. Upon minor details there was a good deal of conflict, with allegations of the untruth of statements made by the other party. The case was brought on upon a motion for injunction, but by consent turned into a motion for decree.

Baily, Q.C., and *W. Pearson*, appeared for the plaintiff.

Glasse, Q.C., and *Druce*, for the defendant.

Baily, Q.C., was heard in reply.

KINDERSLEY, V.C., was of opinion that the notice to dissolve and the award were invalid, and there must be an injunction to restrain acting under them. The defendant must withdraw his notice to the bankers; and as to the preventing the supply of goods and payment of moneys, the parties must be put on an equal footing. As to the specific performance of the articles, and as to the lease and receiver, there could be no order, but there must be an inquiry as to damages, there being no doubt that some had been occasioned. The defendant must pay the costs of the suit generally, but as to the specific performance of the articles, and the acceptance of a lease, the bill must be dismissed.

Solicitors, *Clarke, Woodcock, & Co.*

Feb. 23.

PLATT'S SETTLEMENT TRUSTS.*

In this case a fund which had been paid into court under the Trustee Relief Act, had been ordered to be invested, and the dividends paid to an incumbrancer during the life of the tenant for life. The incumbrance had been lately transferred, and *Cotton*, on behalf of the transferree, now applied for an order to pay the dividends to him. The petition had been served on the former mortgagee and the tenant for life, but not upon the trustees or any of the parties entitled in remainder. The only question was whether this service was sufficient.

The Vice-Chancellor said that as the petitioner did not propose to deal in any manner with the *corpus* of the fund, it could not be necessary to serve any one not interested in the life estate. His Honour therefore held the service sufficient, and made the order.

In re THE FOREIGN MINING FINANCIAL ASSOCIATION.—This company being already the subject of a voluntary winding up, this was a petition that it should be compulsorily wound up, alleging that the appointment of a Mr. Roberts as liquidator was informal.

Millar for the petition.

Kekewich, for a creditor, also asked for a compulsory winding-up.

Bristowe, for a shareholder of two shares, opposed it, stating that an action had been brought against him and others for calls,

* Reported by A. E. MILLER, Esq.

to which they had pleaded fraud, and they were anxious that that point should be decided, which this order would of course interfere with.

Millar was heard in reply.

KINDERSLEY, V.C., said if he thought that a portion of the shareholders were anxious that the actions should be tried, he might direct the petition to stand over, but as only one holder of two shares appeared he could not assume that. His opinion was that a compulsory winding-up would be most beneficial, as it did not preclude any question being brought forward in chambers. The order must be made. Costs of the petitioners only out of the estate.

Feb. 24.

Re APPLEYARD'S ESTATE.—This was an adjourned summons on the question whether a contract to purchase lands with money paid for other lands by a corporation compulsorily under the Lands Clauses Consolidation Act, was such a contract as the Court would approve of. The land being taken as above, an application was made for the re-investment of the purchase-money in other lands, and the contract in dispute was entered into, and that contract contained a clause that if the purchaser should make any requisition with which the vendor could not comply, the vendor should be at liberty to put an end to the contract, without paying the costs incurred in consequence of such requisition having been made.

E. E. Kay, and *Ramadge*, appeared on the summons.

KINDERSLEY, V.C., was of opinion that the matter should be referred back to chambers with a direction that such costs, if any, should be specially reserved.

VICE-CHANCELLOR STUART.

Feb. 20.

COTTON *v.* COLES.

Demurrer.—On the marriage of Robert James Harrison in 1819, certain freehold houses were settled on himself for life, remainder to his wife for life, with an ultimate remainder on failure of issue to himself in fee. There were no issue of the marriage. R. J. Harrison died in 1841, and his widow subsequently married the Rev. J. Coles, rector of Silchester. Mrs. Coles died in March, 1859. From that date to the year 1865 the Rev. J. Coles continued wrongfully in the receipt of the rents and profits of the lands. He died in that year. The present bill was filed by the heirs of R. J. Harrison against the administrator of Cole's estate, for an account of the rents and profits wrongfully received; and should defendant not admit assets, then for an account of Coles' real and personal estate; and for the delivery up of title deeds.

The defendant demurred.

Bacon, Q.C., and *W. Wellington Cooper* for the demurrer.—This is an endeavour to enforce a pure legal right. The plaintiff does not allege that the defendant is out of possession, and the bill is therefore a pure ejectment bill. Those who hold over after right to possession has ceased, are mere trespassers, and the remedy against them is at law. The plaintiff is not entitled to delivery of title deeds. There is no allegation that the title deeds are not in his hands.

They cited *Barnewell* v. *Barnewell*, 3 Ridg. Ap. Cas. 24; *Loker* v. *Rolle*, 3 Ves. Jun. 3; *Hutton* v. *Simpson*, 2 Ver. 724; *Davenport* v. *Davenport*, 7 Hare, 217; *Crow* v. *Tyrrell*, 3 Mad. 179; *Rice* v. *Thomas*, 4 Y. & Coll. Ex. 538; *Talbot* v. *Hope Scott*, 4 K. & J. 139.

Malins, Q.C., and *Elliott Foster*, for the bill, were not called on.

The Vice-Chancellor.—The cases cited have little application to this suit. The case by the bill is simply this, that on the death of a lady who died in 1859, the plaintiff's title accrued, but that through mistake the defendant remained in possession until 1865. The bill is more like a creditors' than an ejectment bill; a suit to recover money legally due and improperly withheld. The case cited from Ridgway is of a different character. There the Court refused aid because the plaintiff had already got ejectment and ought to have got the mesne profits. It is said the bill must be dismissed because it seeks to recover title deeds, and there is no affidavit by plaintiff that they are not in his hands. Where a bill is purely one of discovery, praying no further relief, it is well settled certainly that it requires an affidavit stating that the plaintiff has not the deeds in his possession, but this is not the case here. The demurrer must be overruled with costs.

Solicitors for the plaintiff, *Emmet & Son.*

Solicitor for the defendant, *G. W. Dennis.*

Feb. 22.

LILLEY *v.* ALLEN.—*Vendor and purchaser—Non-completion—Possession — Payment of purchase-money into court.*

This was a motion for the payment of certain purchase-money into court, and for the appointment of a receiver of the rents and profits of the property sold, pending a suit for specific performance. By an agreement dated the 6th September, 1865, the defendant John Allen, clerk, agreed with Edmund Lilley, clerk, to purchase Peckham Proprietary Chapel, together with all the proprietor's pews and shares therein, for the sum of £2,500. The purchase was to be completed on 30th October, and the rents and profits to be received by defendant from 29th September. By consent the defendant entered into possession on 3rd September, three days before the agreement was signed. On non-completion of purchase as agreed—the sufficiency of title being in dispute—plaintiff filed his bill for specific performance.

Malins, Q.C., and *Fischer*, contended that, as possession was by consent and not in pursuance of the contract, defendant had an option either to pay the purchase-money or to give up possession. Plaintiff was bound to give time for election. The learned counsel cited *Clarke* v. *Elliott*, 1 Mad. 606, as an authority for the Court refusing to order money to be paid into court; but, Mr. Marten having suggested that that case had been overruled, it was found, on a reference to the registrar's book, that it had been reversed by Lord Eldon, C., July 16, 1816.

Tindale v. *Cobham*, 2 My & K. 385, was also referred to.

Greene, Q.C., and *A. G. Marten, contrà*, cited *Osborne* v. *Harvey*, 1 Y. & C. 116; *Clarke* v. *Wilson*, 15 Ves. 317; *Simpson* v. *Sadd*, 2 Sm. & Giff. 469.

STUART, V.C.—The case seems to me to give little occasion for doubt. Here everything has been done except the execution of the conveyance. The contract has been duly signed, although possession was given previously. The defendant must pay the money into court, with interest from 30th October, within two months. The question of a receiver may stand over.

Solicitors for the plaintiff, *Ditton & Warmington.*

Solicitors for the defendant, *Poole & Hughes.*

Feb. 23.

PETTITT *v.* LONDON, BRIGHTON, AND SOUTH COAST RAILWAY.—This was a bill for the specific performance of an agreement, entered into by the company, for taking certain lands of the plaintiff. Some disagreement arose between the parties, and the company then entered under the compulsory clauses of the Lands Clauses Act.

The Vice-Chancellor made a decree in favour of the plaintiff in accordance with the agreement between him and the company, reserving, however, the rights of the company as to one small piece of land, the agreement concerning which rested on parol.

Malins, Q.C., and *Edmund James*, for the plaintiff.

Bacon, Q.C., and *J. H. Taylor*, for the defendant.

Feb. 24.

FENNER *v.* MILLWALL CANAL COMPANY.—This was a bill to restrain the defendants from taking certain lands of the plaintiff under their Parliamentary powers, both on the ground of insufficiency of notice, and that the company desired to take a part only in lieu of the whole of the land specified in their Act, as required by them. The case turned wholly upon questions of fact, his Honour holding with the company on the question of notice and expressing an opinion that on the other question both sides had been parties to very needless litigation.

Bill dismissed without costs.

Malins, Q.C., and *Surrage*, for the plaintiff.

Bacon and *Macnaghten* for the defendants.

Feb. 26.

PERKIN *v.* COLES.—This was a motion to vary the certificate of the Chief Clerk in respect of the priorities of certain incumbrances on the estate of one Charles Bridger. The plaintiff was an equitable mortgagee by deposit of title deeds by one Harris,

whom the defendant alleged to be a trustee only and without any power to sell or mortgage.

His Honour thought the facts of the case rendered the question unarguable, and refused the motion with costs.

Greene, Q.C., and *Selwyn*, for the motion.

Malins, Q.C., Gardner, Surrage, and *Babington*, for the plaintiff and other incumbrancers.

March 1.

BOARDMAN *v.* KULEN, KAMP, AND OTHERS.—This was a motion for an *interim* order to restrain the trustees of the marriage settlement of a Mrs. Boardman from assigning or otherwise dealing with a certain bond for £1,500, which had been originally given by them as security for a sum of money borrowed by them on the security of the property vested in them by the settlement, and, as alleged, in excess of their powers and in breach of the trusts reposed in them. The injunction asked included also certain proceedings taken by them in the Scotch courts for administration of the estate of a Mr. Taylor, whose property was comprised in the trust of the settlement. The property was personalty.

Greene, Q.C., and *C. Robinson*, for plaintiff.

Osborne, Q.C., and *Roxcliffe*, for trustees.

Malins, Q.C., for assignee of the husband.

The Vice-Chancellor made the injunction asked, being of opinion that there was sufficient evidence of a clear breach of trust having been committed.

VICE-CHANCELLOR WOOD.

Feb. 21.

RE LONDON COTTON MANUFACTURING COMPANY (LIMITED).—*Buchanan* moved under section 85 of the Companies' Act, 1862, to restrain further proceedings in an action which had been brought against the company. A petition for winding-up had been presented on this day (21st) and had been answered.

His Honour made an order restraining further proceedings until after the 5th of March.

Feb. 23.

GRIGGS *v.* GIBSON. MAYNARD *v.* GIBSON.

Practice—22 & 23 *Vict. c.* 35—23 & 24 *Vict. c.* 38.—A petition entitled in these two suits was presented under Lord St. Leonards' Act, asking for the advice and direction of the Court as to what steps, if any, were necessary to entitle certain annuitants under the will of the late Lord Maynard, the testator in the two causes, to have their annuities paid them. The annuities in question were given subject to the condition that the annuitants, who were the testator's daughters, should give up their rights under his marriage settlement. They were given to the seperate use of these daughters. The rights to which the daughters were entitled under the settlement were partly absolute interests in personalty, and partly estates tail in real estate. Each of the daughters had expressed her intention by written notice to the trustees of taking under the will, but the trustees doubted whether such notice was sufficient to warrant them in paying the annuities. The husband of one of them had been insolvent, and his assignee contested the right of his wife to elect.

His Honour considered that the petition was not one which he could properly hear under Lord St. Leonards' Act, and directed it to stand over till the next day of opposed petitions in order that the assignee of the insolvent and other respondents might be served with the decree.

Rolt, Q.C., W. M. James, Q.C., Amphlett, Q.C., Osborne, Q.C., Faber, Freeling, Walford, Everitt, and *M. W. Hunter*, appeared.

Solicitors, *F. H. & H. H. Walford; Walker & Jerwood; Ellis & Ellis; Hunter, Gwillim, & Hunter.*

DENHAM *v.* COX.—This day his Honour delivered his judgment in the above suit, which was heard last term. The bill was filed for the specific performance of an agreement to purchase a leasehold house in the Isle of Wight. A written contract had been signed by the parties, by which it was agreed that the house should be purchased when complete at a price to be afterwards agreed upon; and the main question in the cause was whether the parties ever came to an agreement as to the price. The Vice-Chancellor held that no such agreement was made out by the evidence, and was therefore precluded from entering into questions of part performance, which, on a different view of the evidence, must have been considered. The defendant, who was the executor of the intending purchaser, had offered to purchase the house at a price to be fixed by arbitration. The plaintiff did not accept the offer, and his Honour, considering that it ought to have been accepted, dismissed the bill with costs.

Rolt, Q.C., and *Pennethorne*, for the plaintiff.

Giffard, Q.C., and *Rogers*, for the defendants.

Feb. 24.

In re CHORLTON-UPON-MEDLOCK RECHABITE LOAN SOCIETY.—*The Companies Act*, 1862.

This was a petition by two of the shareholders of the above society praying that the society might be wound up by the Court, on the ground that the rules of the society provided no machinery for its voluntary winding up; and that though the society was not in debt, yet its affairs were in a very unprosperous condition. The society was established under "The Act to Amend the Laws relating to Loan Societies" (3 & 4 Vict. c. 110), and was not a registered company within the provisions of "The Companies Act, 1862," (25 & 26 Vict. c. 89). A majority of the shareholders had passed a resolution to the effect that the society should be wound up voluntarily, but there was no evidence as to the value of the shares held by such majority, nor was there any rule of the society binding the minority of the shareholders by the resolutions of the majority.

W. M. James, Q.C., and *Caldecot*, for the petitioners, justified their hostile proceedings on the ground that the society not being registered under "The Companies Act, 1862," the Court was unable to wind it up except under an adverse order. They referred to section 199 of that Act, and contended that section 91 of the same Act had no application until the order for winding-up had been made.

Giffard, Q.C., and *Eddis*, for the respondents, insisted that if the society were to be wound-up by the Court the whole of the society's assets, which amounted to only £300, or thereabouts, would be absorbed in costs.

WOOD, V.C., said the Court had authority, under the Companies Act, to appoint an official liquidator to wind-up this society. The order appointing him might give him full power to wind-up the society out of court, reserving liberty for all parties to apply to the judge at chambers. This would be a very inexpensive course. The only necessary reference to the Court would be to settle the list of contributories, and that list might, no doubt, be agreed upon between the petitioners and respondents before the making of the reference for settling it, and perhaps the parties could also agree upon the person to be appointed as official liquidator. The proposition of the Vice-Chancellor was ultimately agreed to by both sides, and it was arranged that the name of the person chosen as official liquidator, and also the list of contributories, should be brought into court next Saturday (this day).

Solicitors, *Edmunds & Mayhew; Chester & Urquhart.*

RE LONDON AND PARIS HOTEL COMPANY (LIMITED.)—This was an application for costs arising out of a petition for the winding-up of the London and Paris Hotel Company (Limited). It appeared that before the day appointed for the presentation of the petition the claim which the petitioners had on the company had been settled, and it was agreed that the solicitor for the petitioners should withdraw the petition. The application for withdrawal had been made too late; and the petition stood in the paper on Saturday 17th inst. Counsel appeared on that day, and to-day the petitioners asked for their costs incurred on that day, and on the present application.

Thomas Hughes for the petitioner.

Giffard, Q.C., for the company.

The application was dismissed, but without costs.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Feb. 28.

IN RE EDWARD BRODIE.

The Incorporated Commercial and General Legal Advice Association (Limited).—The bankrupt was a cooper, carrying on business in Lambeth, and the case was mentioned to the Court as involving some peculiar features.

Lawrance (solicitor), for the assignees, said he was in-

structed to inform the Court of a state of things which existed in this city, and of which this unfortunate bankrupt had been a victim. The circumstances of the case, which he was prepared to prove in evidence, were these:—In the city of London there was a company called the Incorporated Commercial and General Legal Advice Association (Limited). The company appeared to be incorporated under the 25 & 26 Vict. c. 89, and its offices were at No. 3A, Lawrence Pountney-place, Cannon-street; the manager of the association was Mr. John Revans, and the "receiver" was Mr. J. F. Bromfield. By the articles of association it was provided—the provisions were so very amusing that he (Mr. Lawrance) almost imagined them to be of the creation of the facetious *Punch*—that "John Revans should be the sole director or manager during the existence of the association, if he should live so long, or until he should resign.

"The business of the association should be conducted by John Revans so long as he should continue to be manager, who might exercise all the powers of the association of every kind whatsoever, provided, that in carrying out the objects of the association, it should be compulsory on the manager to retain the services of at least one counsel of not less than ten years' standing at the bar, and those of at least one attorney-at-law.

"All subscriptions to the association, and all orders, revenues, and emoluments, should be the sole property of John Revans, so long as he continued manager," &c.

Then followed a list of directors. By the prospectus the association offered to the public "prompt legal advice and assistance for an annual subscription of five guineas, even though the subscriber should want advice and assistance a dozen times a-day." Of course the whole of this was most discreditable, but the most singular part of the scheme was that, according to the prospectus, seven standing counsel had been retained by the association, who attended daily at the offices, and that the solicitors who were said to be employed were paid by a weekly salary, Mr. Revans kindly undertaking to take their yearly certificates out for them. The objects of the association were so vast that he (Mr. Lawrence) would not longer detain the Court by relating them. He would now examine the bankrupt, who would give his own version of his transaction with the association.

The bankrupt said: I have been in business since 1840 as a cooper and dealer in beer. I carried on a steady and respectable trade. I had purchased beer from Mr. O'Brien. I refused to receive it in consequence of its being inferior to sample. The beer was very old, and I required to sell it to brewers for mixing purposes. If according to sample, the price of the beer would be about £130 for the quantity I ordered. A small quantity of the beer which had been sent to Messrs. Goding was refused by them. The vendor of the beer declined to receive it back, and commenced legal proceedings against me. I went to the offices of the association and paid five guineas for advice.

GOULBURN, Comr., said it was hardly credible that a respectable tradesman could be deceived by the nonsense stated in the prospectus.

Lawrance asked the bankrupt whom he saw in the office.

The bankrupt.—When I went to the office I saw a lawyer, but he has left long ago.

Lawrance.—We will not ask what has become of him. Did you see any "standing counsel" sitting down in the office?

The bankrupt.—I did not. There were one or two other persons there, but no counsel. The cause against me was tried in the Court of Exchequer. A counsel appeared for me for a short time on the first day, but on the second day no one appeared, and I was not only without counsel but without attorney. I had four witnesses to examine in support of my case. An office lad came over in the morning, but of course he could not examine the witnesses or address the jury. I found that it was of no use to go on, and the plaintiff had a verdict for the amount of his claim, and the costs were afterwards taxed at £60. An execution was levied upon my property and everything I had in the world was seized. I attribute my ruin entirely to my transactions with the association.

Lawrance said that the mischief which associations of this nature could do was incalculable. The creditors, as a body, sympathised with the bankrupt.

His Honour said the persons conducting them were quite irresponsible. He hoped that the circumstances would be exposed.

The sitting was then adjourned for a formal amendment of the accounts.

COURT OF PROBATE.

Feb. 27.

In the Goods of H. CRUMP.

The question here was as to the acknowledgment of the signature of a will.

Swabey, Dr., cited Williams' Executors, p. 77, and *Hindson* v. *Parker*, 1 Robertson, 25.

Sir J. P. WILDE said—I am clearly of opinion, from the circumstances of this case, that it falls within the principle of the cases cited. The affidavits show that the testatrix plainly communicated to the witnesses that it was her will that they were about to witness; that the will had on it, at the time that they signed it, the signature of the testatrix, and that the witnesses saw it.

In the Goods of A. Farmer.—Dr. Deane, Q.C., applied for letters of administration, the will having been destroyed. Administration granted until the will is produced.

Taylor v. *Taylor.*—This was a pedigree case.

Dr. Deane, Q.C., and *Dr. Spinks*, appeared.

The Court ordered the trial to take place before the Court of Probate, with a jury.

COURT OF DIVORCE.

DENT *v.* DENT.

In this case a decree of judicial separation had been granted to the wife on the ground of the husband's cruelty and adultery, with costs against the respondent. The wife had petitioned for a dissolution of marriage, but at the trial applied only for a judicial separation, and gave evidence in the cause.

Browne now applied that the decree should be amended by striking out the reference to adultery, and also that the wife's costs should be disallowed.

Pritchard, Dr., contrà.

WILDE, J.O., ordered the registrar to withdraw from the costs which the respondent would have to pay, any costs relating to the evidence which had been given by the wife.

EQUITY.

PATENT—TRADE MARK—DAMAGES.

Leather Cloth Company (Limited) v. *Hirschfeld*, V.C.W., 14 W. R. 78.

Davenport v. *Rylands*, V.C.W., 14 W. R. 243.

We recur to this subject because his Honour V.C. Wood has, in his judgment in the second of the above cases, carefully drawn a distinction between the rights of a patentee and those of the owner of a trade mark with respect to damages, a distinction which, if valid, destroys the analogy upon which a part of the reasoning in our former notice of this question * is founded. In fact, we trust we are not guilty of presumption in suggesting that his Honour's judgment reads a little like a studied reply to the argument in question.

In his judgment in *Davenport* v. *Rylands*, after deciding that the Court had jurisdiction in the particular case to give damages, he is reported to have said, "He should therefore direct an inquiry as to what damages the plaintiff had sustained. It would be an inquiry what

* 10 Sol. Jour. 116.

damages the plaintiff had sustained, and not what (if any), as it would be in the case of a trade mark. There was this difference between a trade mark and a patent—in the case of the former the article sold was open to all the world, and the only question could be as to putting on it the plaintiff's mark. But in the case of a patent everything sold without the plaintiff's licence must be sold in violation of the plaintiff's right."

If, with all respect to his Honour, we may be permitted to say so, we think that this distinction proceeds upon a fallacy. It seems to us that in the case of a trade mark the "article sold" is no more open to all the world than in the case of a patent; at any rate as far as the jurisdiction of a Court of Equity is concerned. Suppose the plaintiff, in the case of a trade mark, to be a manufacturer of cloth which he marks with an eagle, and to institute a suit to restrain the use of his mark upon cloth sold by the defendant. Then the "article sold," which is the subject of the suit, is not "cloth," but "cloth marked with the eagle;" and the ground upon which a Court of Equity would interfere to prevent the sale by the defendant of cloth marked with the eagle, surely is that the mark of the eagle, as applied to cloth, is the property of the plaintiff, and that the "article sold" by the defendant—viz., cloth marked with the eagle—is not open to him, nor in truth to any one in the whole world, save with the consent of the plaintiff. What in fact would the plaintiff ask the Court to do? To restrain the defendant from making and selling cloth marked with the plaintiff's mark, or any colourable imitation thereof. How then does this differ in principle from the case of an invention protected by a patent? It is true that this latter is a property of a peculiar kind, which exists by virtue of the patent; but it is a property, and it is because it is a property that a Court of Equity interferes to prevent its invasion by a wrongdoer. The right of property then being in both cases the foundation of the Court's jurisdiction, it seems to us that the claim to damages by reason of an invasion of that right, must be the same in both cases; and that it is as clear in the one case as in the other that damage must have been sustained by an invasion of the right.

Though no doubt in some of the older cases there are *dicta* which appear to treat the jurisdiction of the Court with respect to trade marks as resting upon fraud, and not upon the existence of a right of property, yet we think it is now most clearly established, upon the highest authority, that the latter is the true ground of the jurisdiction. To show this we cannot do better than refer to the judgment of Lord Chancellor Westbury in *Hall* v. *Barrows*, 12 W. R. 322. In that case it had been held by the Master of the Rolls that in the sale of some partnership property, upon dissolution of the partnership by the death of one of the partners, a trade mark, which had been used by the firm, could not be included as part of the partnership assets, but belonged to the surviving partner. Lord Westbury, on appeal, reversed this decision, holding that the trade mark formed part of the partnership assets; and he made the following observations: "It was argued, on behalf of the defendant, that there was no property in a trade mark, and that the right to relief was merely personal, founded on the fraud that is committed when one man sells his goods as the goods of another. It is true that in some cases are found *dicta* by eminent judges, that there is no property in a trade mark, which must be understood to mean, that there can be no right to the exclusive ownership of any symbols or marks universally in the abstract; thus an ironfounder, who uses a particular mark for his manufactures in iron, could not restrain the use of the same mark when impressed upon cotton or woollen goods; for a trade mark consists in the exclusive right to the use of some name or symbol as applied to a particular manufacture, and such exclusive right is property. Nor is it correct to say, that the right to relief is founded on the fraud of the defendant, for, as appears by *Millington* v. *Fox*, 3 My. & Cr. 338, the plaintiff is entitled to relief even if the defendant can prove that he acted innocently and without any knowledge of the right of the plaintiff. Imposition on the public is indeed necessary for the plaintiff's title, but in this way only, that it is the test of the invasion by the defendant of the plaintiff's right of property; for there is no injury, if the mark used by the defendant is not such, as may be mistaken, or is likely to be mistaken, by the public for the mark of the plaintiff. But the true ground of this Court's jurisdiction is property, and the necessity for interfering to protect it by reason of the inadequacy of the legal remedy." So too in *M'Andrew* v. *Basset*, 12 W. R. 777, where the trade mark in question was the word "Anatolia" branded on sticks of liquorice, Lord Westbury said; "It was also pressed that 'Anatolia' was a mere common geographical name, and that an exclusive property could not be claimed in it; but this was only a repetition of an old fallacy which had been often refuted; an exclusive property no doubt could not be claimed in the word, but in the application of the word to a stick of liquorice, as a designating mark, a property might be claimed, if the plaintiff had rightly applied it, and the goods had become known as his under that mark." And again, in the House of Lords, in *The Leather Cloth Company* (*Limited*), v. *The American Leather Cloth Company* (*Limited*), 13 W. R. 873, Lord Cranworth said, "The right to a trade mark is a right closely resembling, though not exactly the same, as copyright. The word 'property,' when used with respect to an author's right to the productions of his brain, is used in a sense very different from what is meant by it, where applied to a house or a watch. It means no more than that the author has the sole right of printing or otherwise multiplying copies of his work. The right which a manufacturer has in his trade mark, is the exclusive right to use it for the purpose of indicating where, or by whom, or at what manufactory, the article to which it is affixed was manufactured. If the word 'property' is aptly used with reference to copyright, I see no reason for doubting that it may, with equal propriety, be applied to trade marks." And to a similar effect Lord Kingsdown expressed himself in the same case—"A man may mark his own manufacture, either by his name, or by using for the purpose any symbol or emblem, however unmeaning in itself, and if such symbol or emblem comes by use to be recognised in trade as the mark of the goods of a particular person, no other trader has a right to stamp it upon goods of a similar description. This is what I apprehend is usually meant by a trade mark, just as the broad arrow has been adopted to mark Government stores; a mark having no meaning in itself, but adopted by and appropriated to the Government."

Upon these authorities we think it may be taken as now settled that there is property in a trade mark, and that the existence of this right of property is the true ground of the jurisdiction of the Court of Chancery to restrain the infringement of the trade mark; and, if this be admitted, we must confess ourselves unable to comprehend why this right of property should not carry with it a right to damages in respect of its violation precisely similar to that which is allowed to attach in the case of a patent.

From the peculiar circumstances of the case of *The Leather Cloth Company* (*Limited*), v. *Hirschfield* (to which we adverted in our former observations), we apprehend that no appeal is likely; but we hope that, in any future case of a similar nature, this question as to damages may be submitted to the opinion of the Court of highest authority. Till this has been done, we do not think that any satisfactory rule will exist for the guidance either of the profession, or of the public generally.

THE DEMOLITION OF HOUSES IN THE METROPOLIS.—Mr. Hughes, who had given notice of his intention to move certain standing orders in reference to the demolition of the dwellings of the working classes, to make room for the construction of railways and other public works, has postponed the motion for a week.

REVIEWS.

The County Courts Equitable Jurisdiction Act, 28 & 29 Vict. c. 99, with the Orders, Rules, Forms, and other matters relating thereto, and copious Notes and References. By HENRY MAINWARING SLADEN, of Lincoln's-inn, Barrister-at-Law. London: Wildy & Sons. 1865.

This is one of a host of publications of various descriptions and different degrees of merit, called forth by the late County Courts Act. Some of these have already been noticed in these columns.

The work before us is a slight specimen of a class of work now very prevalent. As soon as a statute likely to be of importance to the profession is proposed, and before anything whatever can be certainly known on the subject, it is sure to be "edited" by a variety of gentlemen—the process of editing consisting simply of re-printing the text of the Act, in type of a certain size, and appending to some of the sections, more or fewer, notes of a more or less speculative character in smaller type. Some editors are good enough further to supply us with a preface, or introduction, but this is by no means *de rigueur*. In *form* these "editions" resemble Morgan's Chancery Acts, with this remarkable distinction, that whereas Mr. Morgan was dealing with statutes which had been the subject of copious decision; and, therefore, his notes contain judicial expositions of, and comments upon, the Acts before him; these gentlemen are obliged, by the necessity of their position, to bring out their works while they have nothing to go upon beyond their own vaticinations as to the probable or possible effects of the new legislation.

The work before us is, as we have said, one of the slightest specimens of this class, containing a larger amount of "sack" (in the shape of Act, Orders, and Forms), to a smaller "ha'porth of bread" (in original notes), than any other we have had the pleasure of seeing. We are at a loss, also, to understand the author's object in printing a portion of the Act twice over, once as texts whereon to hang his notes, and again as part of the Act in *extenso*. We could have supposed that he might have been content to follow his model in that particular, as well as others, and to be satisfied with reproducing the entire Act and interspersing his notes as required. The result of the plan here followed is the production of a book of 175 pages, exclusive of index, whereof twenty-three consist of a selection from the Act with the author's notes (which are as good as, and no better than, the average of such speculative notes as we have seen), and the whole of the remainder is a simple reprint of documents, statutory and otherwise, already in the hands of the public.

The book is a very handy copy of the Act, rules, and orders, and having said that of it, all is said.

Joint-Stock Companies: being a Practical Treatise on their Formation, Management, and Winding-up under the Companies Act, 1862. By R. SPEARMAN E. FARRIES. London: Farries Brothers. 1865.

This is a little book exceedingly likely to be useful to the secretaries and managers of joint-stock companies, as it gives a great number of very detailed directions concerning the ordinary course of management, and the machinery of such companies, but it is not likely to be of much use to the lawyer. The Act, indeed, is reproduced therein, as is also Table A, but these are to be found in every book on the subject which has appeared, and the original matter of the book, though highly useful to the clerks, and even, in some respects, to the directors of companies, contains but little information as to the very complicated and obscure law bearing on the subject, and no reference at all to any of the very numerous decided cases.

The book is prefaced by an introduction of some length, in which the author indulges in praise of the principle of the Act to an extent far beyond our powers of assent, but which contains, at the same time, some useful suggestions for improving the machinery of registration, some, at least, of which are well worthy the consideration of the Legislature.

Principles and Practice of Medical Jurisprudence. By A. S. TAYLOR, M.D., F.R.S. London: Churchill. 1865.

This book is an enlarged edition of the well-known manual by the same author. It contains a great increase of matter, and also treats of many subjects which the Manual leaves untouched. Thus, there are chapters on the signs and phenomena of death; of putrefaction in air and water; on the identity of bones and skeletons; on sudden death; on the presumption of survivorship; on spontaneous combustion; and on life insurance and medical evidence. The whole work, moreover, is thoroughly revised, and forms an exhaustive and able treatise on the difficult topic of State Medicine or Medical Jurisprudence. We are glad to find that the smaller volume, which has already run through seven large editions, will be published as heretofore. The present work will be valuable for the purposes of reference and quiet reading, but it is rather too bulky to be carried on circuit conveniently. The Manual is sufficiently small to be a pocket companion, and will, no doubt, continue to have an extensive sale.

Dr. Taylor's introductory observations on medical evidence are particularly worthy the attention of lawyers and legislators. We have, before now, commented in the columns of this Journal, on the unsatisfactory state of English law as to the obtaining of proper and sufficient medical testimony in civil and criminal trials. At present, when an accident occurs, causing perhaps death, the nearest medical man is sent for, although possibly he may never have made a *post mortem* examination in his life. The consequences are frequently disastrous. The perplexed and bewildered doctor does his best of course, but bad that best often is. He has perhaps been treating nothing for years but fevers and colds, when he is suddenly called upon to write a correct and elaborate report upon a case of stabbing, or still more difficult, of poisoning. Success is utterly impossible under such circumstances. He does what he can, with the help of ordinary text books, to make himself intelligible in writing upon a subject in which in truth he may know next to nothing. But when the trial of the stabber or poisoner comes on, lamentable indeed, is the figure he too often makes in the witness box. Called to speak confidently, and with the authority of a man of science, on topics with which, from accidental causes and by no means from deficiency in ability, he may be utterly unfamiliar, he naturally breaks down under cross-examination. The prisoner's counsel will be armed in most cases with "Taylor's Manual," from which, on the evening before the trial, he has carefully "crammed" all the information of the matter in question, be it infanticide, poisoning, or what not. The medical witness has most likely been "cramming" too, and only knows what he has managed to gather from a hasty perusal of Dr. Taylor's admirable work. It is therefore a case of cram against cram. But the witness is under two disadvantages. He has not the book before him, whereas the counsel has, and he is unused to the novel position of standing up to express himself before a crowded court. The result very frequently is that in ten minutes he has helplessly involved himself in a series of scientific contradictions, and retires from the box with the unpleasant conviction that he has disgraced himself and helped to defeat justice.

Now all this humiliation is very hard to bear, and it is most unjust that any doctor should have to encounter it. He ought not to be called on to give evidence on points remote from his ordinary practice. He is sure to fail if he is forced to attempt an impossibility, just as an Old Bailey barrister would fail, if called to give evidence as an expert upon some complicated details of chancery practice. We are not all Humboldts. Omniscience is the prerogative of no man, and omniscience respecting all the multifarious branches of a single profession is given to very few. The fact is that state medicine is aspeciality and of itself sufficient for the study of a life. A village apothecary cannot be expected to know much about it, and the sooner Parliament devises some means for providing that, in cases of violent death, some duly qualified medical practitioner shall be employed, the better it will be for the interests of the public. In Scotland a machinery exists for the purpose far more effective than exists in England. "The office of coroner" says Dr. Taylor, "does not exist; but in place of this there is an officer named procurator fiscal, generally a skilled solicitor, nominated by competent authority and not elected [as is the case with English coroners] by scot and lot voters. The general order issued to these officers by the Lord Advocate enjoins that in cases where a dead body is discovered, the procurator fiscal shall obtain a medical report of the cause of death; and in cases of persons found dead the body is generally inspected for this purpose. This is, however, at the option of the appointed officer, the instruction being in these words—'Wherever in his opinion a written medical report is necessary for the due consideration of the case, he,

the procurator, shall obtain such a report from a *duly qualified* medical practitioner.' The usual practice in England is to select the *nearest* medical practitioner, whether he has had any experience or not, and often to trust an important chemical inquiry, in the hands of one who probably has never before made an inspection or an analysis for poison." Surely, now that railways and telegraphs have knit every part of each county closely together, it would not be too much to expect that surgeons to the coroner, say two in each county, should be appointed, who should be men of tried experience in matters connected with medical jurisprudence. Whenever an inquest was held, it would be the duty of one of them to be present, and his report would be as valuable as the chance reports of the nearest practitioner are now in many cases valueless. He would, moreover, be able to conduct himself with the self-possession which deep knowledge of a subject always confers, upon the trial which often follows an inquest. With his mind well stored with information upon the points to which he comes to speak, he would not be at the mercy of a superficially informed counsel.

It would be scarcely possible even to indicate, in the limited space at our command, all the subjects of which Dr. Taylor treats. We have already stated the additions he has made to his manual. Amongst the many questions treated of in both works, we would especially direct our readers' attention to the question of insanity. The chapters devoted to it are most elaborate and copiously illustrated by decided cases. There is a long account of Townley's case, at the close of which the author expresses an opinion with which most men will agree, that the "medical assumption, that the duration of the homicidal impulse was short and did not extend beyond the period of the commission of the act to which it impelled, would go far to extenuate every criminal who committed murder." We all know that the passion of love has been called a "brief madness," but surely no one, except a too enthusiastic defender of a pet theory, has ever yet tried to smooth over the crime of murder by a similar epithet. Dr. Taylor, however, does not confine himself to the effect of insanity in criminal responsibility. He also deals generally with its effect in civil contracts, and on the power of making a valid will. He has added some useful practical directions to medical men, who may be called upon to sign a certificate of lunacy.

We can cordially recommend Dr. Taylor's work to the legal profession. To medical men its value is obvious, and it will be scarcely more useful to them than to lawyers. Great industry has been bestowed upon its preparation, and we must not omit to mention that it is accompanied by what the late Lord Campbell considered to be a *sine quâ non* for every book, an excellent index. It is also furnished with a sufficient number of illustrative engravings.

COURTS.

COURT OF QUEEN'S BENCH.

(Sittings at Guildhall, before the LORD CHIEF JUSTICE and Special Juries.)

Feb. 26 and 27.—*O'Farrell* v. *The London, Chatham, and Dover Railway Company.*—This was an action for the illegal detention of certain testimonials deposited by the plaintiff with the defendants on his entering their service. The defendants pleaded not guilty; and, secondly, that the plaintiff, when he entered their service, consented to the permanent detention of the testimonials by the defendants.

Mr. *D. Seymour*, Q.C., and Mr. *Shaw* were counsel for the plaintiff; Mr. *Brett*, Q.C., and another learned gentleman were counsel for the defendants.

The plaintiff had been in the Irish Inland Revenue Service, and also in the Irish constabulary, and when he left he received a testimonial of good service, he had also a good character from his parish priest. When he applied to the company for employment he presented these testimonials; they were considered satisfactory, and he was engaged. He entered the service as porter, and very shortly after was promoted, and ultimately he was made head passenger guard. Last autumn he had charge of the licensed victuallers' excursion train, and it having come to the knowledge of the railway officials that he had two glasses of sherry at Ramsgate with one of the passengers, he was dismissed the service. When guard of a ballast train in the company's employ his wages were about 25s. per week, and when passenger guard about 27s. per week. When he left the service the company told him they had lost the testimonials, but would assist him to get others. To that it was replied by the plaintiff that the difficulties were so great, it being contrary to the rules of the service to give a second testimonial, that it was next to impossible to get a second one. The company, however, had done nothing, it was said, towards getting him fresh testimonials. He was now working as a porter at £25 a-year.

The defendants claimed a right by their rules, which are brought to the knowledge of all their servants, to detain all testimonials.

The LORD CHIEF JUSTICE said the man had a right to his testimonials, and having lost them it was the duty of the company to obtain others for him, and not give him the trouble of doing it. The company in discharging him had acted under a salutary rule, though it was admitted it was the plaintiff's first offence. The testimonials having been lost it was for the jury to say what money value they attached to them. Their loss was a serious thing to a man who had to support a wife and family.

The jury returned a verdict for the plaintiff—Damages £100.

CENTRAL CRIMINAL COURT.

(Old Court, before Mr. CHAMBERS, Deputy-Recorder.)

Feb. 26.—Walter Puttock and Charles George Rose were indicted for a robbery, with violence, upon Mr. Hancock.

Mr. *Ribton* prosecuted; Mr. *Lilley* defended Rose.

They were both found guilty.

When the verdict of the jury was returned,

The sister of Puttock stepped forward, and said she had given a guinea on Saturday to Mr. D. Palmer Neale, solicitor, of Lambeth, to employ counsel to defend her brother, and yet no counsel now appeared on his behalf. She had given Mr. Neale 10s. on Friday, and then the balance of the guinea on Saturday. She gave him another guinea before that, making two guineas in all; in fact she had given him all she was possessed of, and promised to give him more money in March, when her mother would receive her rent. She thought it was a very hard case that all this money should have been given, and that Mr. Neale should not have employed any counsel.

The DEPUTY-RECORDER directed that Mr. Neale should make his immediate appearance in court.

In a very few minutes Mr. Neale entered.

The DEPUTY-RECORDER informed him of what the prisoner's sister had stated, and asked what explanation he had to offer.

Mr. Neale said he had certainly received money and instructions to defend the prisoner Puttock at the Surrey Sessions, where his case had been sent by the committing magistrates, and he had accordingly given the brief for the defence to Mr. Laxton, the barrister, to appear there on behalf of the prisoner. The case, however, was transferred from Surrey to the Central Criminal Court, and, of course, Mr. Laxton could not be expected to act at the latter court without receiving an additional fee.

The Sister.—But I paid you an additional 11s. this morning.

The DEPUTY-RECORDER.—Then, whatever you have paid since the transfer of the case from the Surrey Sessions here must be returned to you.

Mr. Neale said that should be done. He intended to do that.

Mr. AVORY, the Clerk of Arraigns.—I may state, my Lord, that this is the second time * within the last year that Mr. Neale has been brought into a very equivocal position by conduct of this kind—conduct which is sometimes attributed to his brother, who acts as his clerk.

The DEPUTY-RECORDER.—It will be the duty of the Court in all such cases to see that poor unhappy persons are not brought into difficulties by you (Mr. Neale), and that they are not wronged in such matters, and therefore the best thing you can do is to give instructions to your brother and clerk to take care as to what is done in future.

Mr. Neale.—I am perfectly willing, my Lord, to act upon your instructions.

The prisoners were then sentenced.

The next was an ordinary case of street robbery, in which a lad named Grimsby was the prisoner. He also said that there was no counsel to defend him, although Mr. Neale had been engaged as his solicitor.

The DEPUTY-RECORDER.—Well, Mr. Neale, what have you to say to this?

* 9 Sol. Jour. 385.

Mr. Neale.—I know nothing of the case. The fact is, my Lord, my wife died suddenly on Thursday week, and I have only resumed business this morning.

Mr. Alderman Rose, who sat upon the bench.—I can only say that when I was sheriff there were several cases of this kind, and now there are two or three others in which, in my opinion, there is a strong presumption of guilt.

The case for the prosecution then proceeded, and before the first witness had concluded his evidence, the brief for the defence was handed by Mr. Neale to Mr. Lilley.

The prisoner was convicted.

SHOREDITCH COUNTY COURT.

(Sittings in Chancery before Mr. Dasent.)

Feb. 27.—*Roberts and Wife* v. *Faber.—A novel question under the new Equity Act.*—This was a will suit in which the plaintiff's called upon the defendant to account for certain property which had come into his hands as executor. His Honour had directed an issue, raised by a charge of fraud on the part of the defendant, to be tried by a jury, who found with some reluctance that it had been proved.

This morning Mr. *Thomas Angell*, for defendant, applied to set aside the verdict, and Mr. *Leverson* opposed the motion.

His Honour remarked that Mr. Leverson had called the new Equity Act a most salutary provision, but the present case certainly did not bear out his idea, for the sums in dispute in this and another suit were but £5 and £6. The facts appeared to be that the defendant had, as trustee, sold the property left under the will for £150, when he was offered £185 for it; and the Court did not, therefore, like to disturb the verdict of the jury, though it might not altogether meet his Honour's views. He thought the parties ought not to go to any further expense in this matter, but should settle it amicably. He should, however, after the finding of the jury, make a decree that defendant account for the property.

Decree accordingly.

Defendant offered to pay plaintiff's share, less costs, but this was declined.

The costs are considerable.

WANDSWORTH COUNTY COURT.

(Before H. J. Stonor, Esq., Judge.)

Feb. 5.—*Bennett* v. *Long.—Equity Jurisdiction—Plaint.*—This case, which has occupied the attention of his Honour on several occasions, and which has created so much excitement in the locality, was disposed of to-day. It was adjourned from time to time in order to allow the plaintiff to furnish additional evidence.

Mr. *Bilton* appeared for the defendant, instructed by Mr. *Ambrose Haynes*, solicitor, of Wandsworth.

Mr. *Bickley*, solicitor, appeared for the plaintiff.

His Honour now gave judgment.—In this case the plaintiff, Charles Bennett, claims an equitable lien for £250, and interest on a leasehold estate, formerly vested in his father, Thomas Bennett, and now vested in the defendants, William Long and Sophia his wife, as executors of his will, and prays for the payment of principal and interest, or for the sale of the leasehold estate. In support of this claim the plaintiff deposed *vivâ voce*, that in July, 1852, his father was indebted to him in the sum of £250 for money lent, materials provided, and work done, in relation to the building of certain houses, the property of the father, long previously, and that he never received more than two small items, amounting together to £3 or £4, on account of this debt, and he produced an account as follows:—In 1862, "Altering two houses into one, and putting new front into ditto, in Vauxhall-walk, £20. Money lent, £20. Putting new fences and repairs to nine houses in Anderson's-walk, £20. Finishing five cottages in ditto, £50. Preparing work for Albion-cottage, Stewart's-lane, Battersea-fields, £20. Money lent, £50. —Total, £250." He further deposed that his father, on the 27th July, 1852, deposited the original lease made to him of certain lands in Battersea-fields, July 12th, 1852, and also the counterpart of an underlease of a beer-shop, erected on part of the same land, made by the father to the plaintiff, dated the 17th of July, 1852, as a security to him for the said sum of £250 and interest, and that at the same time the father signed a memorandum in the words following:—

"July 27th, 1852.

I hereby give and deposit my leases of the property in Cobden-street, Stewart's-lane, Battersea-fields, to my son, Chas. Bennett, for to borrow money for work done at different times, materials, and money lent.

"Thos. Bennett."

Copies of the original lease and underlease, and of another underlease made by the father to the plaintiff, dated 27th November, 1856, have been admitted in evidence. With regard to the two latter, it is to be observed that the considerations for them are not merely the rents and covenants in the usual form, but also the lessee's having built the houses upon the demised premises respectively, and that the rents received on such underleases, £4 10s. and £2 10s. 6d. respectively, are expressly termed ground-rents, which circumstances clearly show that the leases were regarded as beneficial to the lessee, and the remuneration to him for the money, materials, or labour expended by him in building such houses. On cross-examination the plaintiff said, "I do not know that I ever furnished my father with any accounts. I kept the accounts on a slip of paper. I have it at home. The paper produced is a copy of it, made by a clerk named Taylor about two years ago in a beer-shop in Caroline-street, and a copy was delivered to the defendant Long by a person named Roberts." Afterwards the plaintiff rather wavered as to the original paper, and said, "The first item, £90, was for money lent;" on reference to the account it appeared to be for work. The witness then added, "it might include some work," and the second item, £20, he said was for work, and all the rest for work. Whereas, on reference to the account, it appeared that the second item, £20, was for money lent; and the account concluded with another item for £50 for money lent. The witness was unable to give the dates or any further particulars of the advances, materials, or work mentioned in the account, and could not swear whether he did any in 1842, when it commences. He further stated that he had given a copy of the account to Taylor or Roberts, to give to the defendant Long. With reference to the memorandum of 27th July, 1852, the plaintiff, on cross-examination, said, "I cannot say where my father wrote it, nor whether it was morning, noon, or night. My father was then in good health. He was paralysed before he died. I cannot say exactly how long. I believe he was paralysed in 1849. The memorandum was not written by me, but by my father." The following documents were produced,—a bundle of receipts, letters, and agreements, some of which the plaintiff alleged were in his father's writing, and some in his own. Before I quit this part of the cross-examination I must advert to the highly improper manner in which the plaintiff gave his evidence. Many of the admissions of handwriting had been only extracted by threat of committal by the Court, after he had positively refused to answer counsel. The witness further stated that he had no books, no entries, or other accounts, and never kept any (except as before deposited), and that his father and he always trusted each other. On cross-examination he said, "My father and I went verbally through accounts, and he would say, 'I owe you so much.'" The case being adjourned to enable the plaintiff to produce the original slip of paper, from which the accounts produced were said to be a copy, on the 24th of January last the cross-examination was renewed. The plaintiff then said, "I cannot find the slip of paper. Taylor made the copy, not from a document, but from my dictation. I forget whether it was from a document or no; it was made up from materials. I had no paper to enable me to dictate an account to Taylor to my knowledge." A paper was then produced to the plaintiff. He admitted the handwriting as to the ink; as to the pencil he said, "I do not think it is my handwriting. I will not swear it is not." The paper is as follows:—"An account of bricklayers' and carpenters' work, amounting to £3 6s. 9d." This is in ink, and the small debts added are in pencil, and the words up to Christmas "I owe," and then follows a calculation which leaves a balance of 7s. 7d. against the plaintiff. The plaintiff said, "There was no settlement of account up to Christmas before my father died." A copy of the father's will, dated 7th November, 1856, whereby it appeared that he had given the plaintiff a legacy of £19 19s., and bequeathed his property to his wife for life, and after her death to the testator's daughter and the defendant Sophia Long absolutely, and certificates of the death of the testator in March, 1857, and of his widow in October, 1860, were admitted in evidence, together with the copies of the original lease and the two underleases. It was admitted that the plaintiff originally deposited the lease and underlease with the Messrs. Goding, the brewers, to raise £80, and that he applied it, or a portion of it, in finishing

the beer-shop, and that he afterwards incurred a debt of about £200 to the brewers for beer. It was also admitted that the ground rents received under the leases had been regularly paid to the plaintiff's father and mother during their lives, and that certain arrears were now due to the executors for what they have sued in this court. Under these circumstances the Court was asked to believe that, previously to the date of the first underlease, and the delivery of the lease and underlease to the plaintiff, the father was indebted to him in the large sum of £250; that he acquired, by means of the memorandum (whose authority I shall presently consider), a lien for the principal and interest on the property comprised in those instruments, and of course on the ground rent, which he regularly paid, and that no claim was made until after the mother's death. Looking at the signature of the father, May 20th, 1852, two months before the date of the memorandum, when the father was evidently paralysed, and wrote with his left hand, and the other admitted signatures, I could feel but little doubt that the memorandum was not written by the father as the plaintiff had positively sworn, and that therefore his evidence, on which substantially his extraordinary claim depended, was utterly worthless. Those were my views on the completion of the plaintiff's case, but still I was very reluctant, on the mere comparison of signatures, to come to the conclusion that the plaintiff had sworn deliberately what was false as to the memorandum, and that the account was a fabrication, without hearing the other side. But after having heard the defendant's evidence, my original impression is not only not shaken, but is strongly and conclusively confirmed; and I can now feel no doubt that the memorandum was not in the testator's handwriting, and that the testator was not indebted to the plaintiff in 1852, or at his decease. His Honour then remarked upon the evidence of the defendants at considerable length, and summed up by stating "that, after the greatest attention to the argument of the very able advocate who appeared for the plaintiff, and the most painful consideration of the case, the only doubt he could raise on behalf of plaintiff, on whose deficiencies of memory and judgment his own advocate felt bound to enlarge, was whether he did not labour under some aberration of the faculties, or some hallucination which would more or less excuse his conduct, and that he trusted for his sake and that of his relatives that such was the case."

The claim was dismissed with costs.

BIRMINGHAM BANKRUPTCY COURT.

(Before Mr. Commissioner SANDERS).

Feb. 5.—*In re H. E. Oakley, Bromyard, Hotel-keeper.—A Solicitor Censured.*—Adjourned meeting for considering the order of discharge, attended by Mr. *Griffin* for the trade assignee, by Mr. *Herbert Wright* and Mr. *Devereux*, for the bankrupt.

A resolution had been passed under section 110 to suspend the proceedings in bankruptcy, and take the administration of the estate out of court, but the conditions upon which the resolution had been come to had not been complied with.

Mr. *Griffin* said that the bankrupt had made a proposition to pay his creditors a composition of four shillings in the pound, and the assignees had sold the property, which realised £334 11s. 6d., a sum sufficient to pay the composition; but owing to circumstances, to which he found it his painful duty to bring before the Court, that composition was not paid. The assignees employed Messrs. Clarke & Barrows to sell the property, and those gentlemen sent in a bill amounting to £72 9s. 1d. for their charges. On finding that the estate was in bankruptcy, the auctioneers, who had been to great expense in selling the property at Bromyard, which was a considerable distance from Birmingham, expressed themselves perfectly willing to accept the amount allowed them by the Bankruptcy Act. The solicitor's charges made by Mr. Herbert Wright, for these proceedings in bankruptcy, the estate having been simply sold by auction and the proceedings suspended, came to the sum of £184 17s. 2d. When this came to the knowledge of Mr. Badham (the solicitors for the assignees in the country), he requested him (Mr. Griffin) to bring the whole matter before the Registrar. He had done so, and Mr. Tudor, whose taxation was not complete, had already taxed off the sum of £107 1s., which reduced the bill of costs to £77 from £184. The Court would see that the expenses, as they originally stood in connection with this little bankruptcy, amounted to the incredible sum of £257 6s. 3d., out of an estate of £334, leaving a sum of £77 (as it then stood) for the creditors, which sum had also to be assailed by other charges.

The COMMISSIONERS.—What do these auctioneers consent to take off?

Mr. *Griffin*.—One-half, sir.

The COMMISSIONER.—And that leaves them a slight sum of £36?

Mr. *Griffin*.—Yes, sir.

The COMMISSIONER.—So that in round numbers, after taking off all these great deductions, there still remains the fact that it took £100 to realise this small estate of £300.

Mr. *Griffin*.—Yes, sir, that is so; and now, sir, I have, because it is forced upon me, to make some complaints with regard to Mr. Herbert Wright. I should draw the attention of the Court to some of the figures comprised in Mr. Wright's bill of costs; first, remarking that the solicitor in the country utterly disclaimed such charges, and refused to recognise such a bill of costs. The bankrupt was more to be pitied than otherwise, as he would, but for the charges mentioned, have been able to pay the composition.

Mr. *Wright* said he desired to make some remarks in answer to what Mr. Griffin had said. The money received had not been paid into his hands, but had been paid in the joint name of himself and of the solicitor to the assignees into a bank.

The COMMISSIONER.—Were you not solicitor to the assignees?

Mr. *Wright*.—No, sir, merely the agent; and I thought the best course to pursue would be to place the money in safe keeping, which I did.

Mr. *Griffin*.—That is one of the causes of complaint by the solicitor to the assignees, who says it should have been paid in to the name of the assignees.

Mr. *Wright*.—I cannot conceive how that can be made a cause of complaint.

Mr. *Griffin*.—Because the assignees have not the control of it.

Mr. *Wright*.—Well, if that has given cause of complaint, by all means let the money be transferred to the account of the assignees. I should be extremely pleased if my name could be got rid of as a joint bailee of the money. With regard to the bill of costs, concerning which some remarks have been made, it was never made out for taxation. When I found the amount of the costs I wrote a letter to the solicitor to the assignees saying that I was prepared to make every concession and every reduction so far as costs went, in order that a composition might be paid. The whole of the journeys charged were necessary ones.

The COMMISSIONER.—You say this bill was not intended for taxation, Mr. Wright; am I to understand that you sat down and wrote this monstrous bill of charges for amusement?

Mr. *Wright*.—No, but because I was requested to look into the figures in order to see what money there was to pay the creditors. When I had done so, I was certainly surprised to find that they amounted to so much, and I had no idea of charging them. Mr. Wright read from a press copy of a letter, which he said was dated the 19th of October, 1865, in which he said that he should be happy to make any reasonable concession as to costs, in order to enable the bankrupt to carry out his proposal. He did not know whether, when the bill of costs was sent to Mr. Griffin, that gentleman was informed of the terms of the letter which he wrote to Mr. Badham.

Mr. *Griffin* said he did get a copy of the letter, and also instructions to disregard it.

The COMMISSIONER.—I should like to hear Mr. Devereux upon the subject.

Mr. *Devereux* remained silent.

The COMMISSIONER.—I cannot help thinking that there was a determination by certain parties to take this estate out of court, and, having got it out, to deal with the money just as they chose. It is difficult to speak with calmness upon a case like this. Mr. Wright seems to be clothed in a sort of armour, if he thinks he ought not to feel the situation in which he is now placed. He has brought in a bill for £184 17s. 2d. for helping to realise—or for realising, if you like—an estate worth £300, which is something which, in the annals of the Court, and in Mr. Wright's former proceedings, has not been excelled. Then to get up and to say he rises with a feeling that he can satisfactorily explain the matter, and afterwards sit down saying he has done so, is to me a sign that it is impossible to look upon him with a

feeling other than that the accumulation of these cases will render it necessary to take steps in another quarter to remedy the matter. With regard to the bankrupt, it is hard that in consequence of Mr. Wright's deficiencies in conduct, he should remain undischarged. He must be discharged: and I say this with the less regret, because the creditors were foolish enough to consent to a resolution to take the matter, out of court, after a gentleman, now in court (Mr. Devereux), had expressed an opinion that the estate would not realise the composition. With regard to Mr. Wright, and his charges, it is not necessary now to make any further remarks.

BARNSLEY COUNTY COURT.

(Before THOMAS HORNCASTLE MARSHALL, Esq., Judge.)

Feb. 24.—*Canter* v. *Manchester, Sheffield, and Lincolnshire Railway Company.—Liability of Railway Companies for Delay.*—This was an action for the sum of 13s. 4d. expenses incurred by him in consequence of defendants not being able to carry out a contract made with him to go from Barnsley to Sheffield by a certain train. It appeared that on the 24th of October last the plaintiff took a day ticket from Barnsley to Sheffield, *vid* Penistone. The time for the train to start was stated in the time-table to be 9.45 a.m., so as to meet the train which, running from Manchester to Sheffield, carried forward the Barnsley passengers. However, the Barnsley train, which should arrive from Doncaster at the former place at 9.45, was an hour behind time. It was, therefore, impossible for the plaintiff to reach Penistone so as to go by the train which his ticket indicated, and he, with others, hired a conveyance from the King's Head Hotel, and he now sued the company for his share of the extra expense he had been put to.

His HONOUR held that in the absence of evidence to show that the company were justified in not starting the train at the time stated, the plaintiff could recover. He should, therefore, make an order for the amount claimed, with costs.

GENERAL CORRESPONDENCE.

ARTICLED CLERKS.

Sir,—I quite agree with you that the question of the propriety of the employment of articled clerks in copying is entirely one of degree. Your correspondent "Acutus" appears to have had too much of such work forced upon him, and to be entitled to complain. The articled clerks belonging to the firm of which I am a member have no copying to do. They would, I think, be all the better for a little, but they do not like it, and their handwriting being shockingly bad they are not pressed to undertake it. I found copying to be very disagreeable work during the earlier period of my articles, but I afterwards hit upon means of making it tolerably pleasant, by entering in a book, which I established, a very brief abstract or outline of every draft that I copied. In this manner I forced myself to understand what I was copying, and learned to see clearly the design and main features of the instrument through the verbiage in which they were hidden. I would recommend the adoption of this plan to all articled clerks, merely warning them to be careful to keep the outline as concise as possible, otherwise the exercise becomes too laborious for practice, and fails also in its main object. Such a book well kept may become of considerable use for reference, although the benefit derived in its compilation will be its best result. G. H.

REVONS, HINCKS, & Co.

Sir,—As not only my surname but the initials of my christian and second names, are the same as those of the Mr. Hincks who is a principal of the "Incorporated Commercial and General Legal Advice Association (Limited)," I am anxious it should be known that I am not in any way connected with that gentleman or the society he represents.

JOHN STEER HINCKS.

APPOINTMENTS.

SAMUEL WENSLEY BLACKALL to be her Majesty's judge in the several Courts of Mixed Commission established at Sierra Leone, under treaties with foreign powers for the suppression of the slave trade.

T. H. TERRELL, Esq., of the Inner Temple and Equity Bar, to be County Court Judge of circuit No. 41 (Clerkenwell), in the place of Mr. Serjeant Jones, deceased.

F. VAUGHAN HAWKINS, Esq., of Lincoln's-inn and the Equity Bar, to be junior counsel for the Attorney-General in charity matters, *vice* Mr. T. H. Terrell, appointed county court judge.

Mr. E. C. CRASTER to officiate as civil and sessions judge of Hooghty during the absence on leave of Mr. A. Pigou.

Mr. W. CORNELL to officiate as magistrate of Hourah.

Mr. H. C. RICHARDSON to officiate as civil and sessions judge at Tipperah during the absence on leave of Mr. A. A. Swinton.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Monday, Feb. 26.

JAMAICA GOVERNMENT BILL.

The House went into committee on this bill.

On the motion of Mr. ADDERLEY, supported by Mr. CRUM EWING and Mr. CAVE, and assented to by Mr. Secretary CARDWELL, the clause limiting the new constitution to three years was expunged and the bill made permanent.

The bill then went through committee.

Wednesday, Feb. 28.

JAMAICA GOVERNMENT BILL.

This bill was read a third time.

Pending Measures of Legislation.

DIVORCE BILL.

The Lord Chancellor has laid before the House of Lords a bill for amending the law relating to divorce suits. It proposes that a respondent opposing a suit for dissolution of marriage on the ground of adultery or cruelty on the part of the petitioner, or (if the wife be respondent) desertion, may have the same relief given in the suit as if such respondent had been petitioner for relief. An allowance ordered to be made by the husband to the wife on her obtaining a decree for dissolution of the marriage may be ordered to be paid in monthly or weekly sums. A decree *nisi* for a divorce is not to be made absolute in less than six months, unless the Court shall fix a shorter time.

LAW OF EVIDENCE BILL.

The Lord Chancellor's bill, under this title, proposes to repeal the exception in the Law of Evidence Act of 1851 by which the parties to a suit are not competent or compellable to give evidence in any action for breach of promise of marriage, or any action or suit instituted in consequence of adultery. But the bill proposes that no one shall in any action or suit be compellable to answer any question tending to show whether he or she has committed adultery.

PARLIAMENTARY OATHS AMENDMENT BILL.

This bill has been printed:—The preamble recites that it is expedient to amend the law relating to oaths to be taken by members of both Houses of Parliament on taking their seats in every Parliament. Be it therefore enacted, &c.

"1. The oath to be made and subscribed by members of both Houses of Parliament on taking their seats in every Parliament shall be in the form following:—

"'I, A. B., do swear that I will be faithful and bear true allegiance to her Majesty Queen Victoria, and will defend her to the utmost of my power against all conspiracies and attempts whatever which shall be made against her power, crown, or dignity. So help me God.'

"2. Provides for inserting the name and reference to the sex of the Sovereign for the time being, by virtue of the Act of Settlement.

"3. Provides how the oath is to be taken.

"4. Permits Quakers and others to make a solemn affirmation or declaration instead of taking an oath.

"5. Imposes a penalty of £500 on any person who votes by himself or his proxy in the House of Peers, or sits as a peer during any debate in the said House, without having made and subscribed the oath, and a similar penalty on any member of the House of Commons who sits or votes after

the Speaker has been chosen, without having made and subscribed the oath, in addition to which his seat shall be *ipso facto* vacated.

"6. Scheduled Acts repealed.

"7. Short Title, "The Parliamentary Oaths Act, 1866.'"

PROVINCES.

Trial by Jury.

Last week a public meeting was held at Manchester in the Mayor's parlour, to consider the propriety of adopting petitions to the Legislature praying Parliament to pass a declaratory Act for removing doubts as to the right of an heir at law, or next of kin, or other person, to demand a trial by jury in all cases involving contested matters of fact, especially those affecting inheritance, status, or nationality, or the conflicting interests of the Crown and the subject. The mayor (W. Bowker, Esq.) presided. There was a very numerous attendance, including several ladies.

Mr. J. Heron (Town Clerk), in moving a resolution for a petition in favour of the object of the meeting, said it seemed strange that in these days the citizens of Manchester should be called together with a view of taking any steps for the purpose of maintaining unimpaired that right which had always been so dear to all Englishmen, and which had hitherto been supposed to belong to them without question. Trial by jury was described by Sir M. Hale to be the best mode of trial in the world. Blackstone, the great commentator, said it ever had been, and he trusted it ever would be, looked upon as the glory of the English law. Erskine, in pleading before Lord Mansfield, said that the constitution never intended to invest judges with a discretion which could not be tried and measured by the plain and palpable standard of the law. Earl Russell, in his "Essay on the English Constitution," said it was to trial by jury, more even than to representation as it at present exists, that the people owed the share they had in the Government of the country. It was to trial by jury, also, that the Government mainly owed the attachment of the people to its laws, a consideration which ought to make legislators very cautious how they took away that mode of trial by new, trifling, and vexatious enactments. The resolution referred to recent legislation, and he would refer to some acts of Parliament for the purpose of showing how monstrous a construction had been put upon one recent statute. In one Act—he thought it was the Common Law Procedure Act—the right of doing away with a jury trial was given only in cases where both parties were assenting, and where the judge, upon a distinct application made to him, decided that it was a case which might with propriety be determined without the intervention of a jury. The Probate Court Act was passed in 1857, and it was expressly provided therein that all important questions which could come under that Act should be tried by a jury. In the Divorce Court Act it was also provided that all important questions which there came under discussion should also be decided by a jury. There was also in that Act the following clause:—"In questions of fact arising in proceedings under this Act, it shall be lawful for, but (except as hereinbefore provided) not obligatory upon, the Court to direct the truth thereof to be determined before itself without a jury. In the following year the Legitimacy Declaration Act was passed, in consequence of suggestions which arose during the discussion of the Shedden case. One of the first cases which came before the Court for decision under that Act was the case of *Shedden* v. *Patrick*, reported 9 W. R. 285. In that case strangely enough, the judge (Sir C. Cresswell) refused to allow a trial by jury. There was an appeal against that decision, and, of course, some time or other, if from other circumstances it did not miscarry, that appeal would be heard and disposed of by the House of Lords. It was in order that they might get rid of the doubt which was thrown by the law upon the decision in that case that it was felt to be important and absolutely necessary that a Declaratory Act should be passed, declaring that both then and now and at all times hereafter, the right of trial by jury belonged (as it did by the common law) to every British subject on questions of that kind. However much and deeply they might sympathise with the Sheddens, if there was not a great public question to be decided, no one would have dreamed of asking the Mayor to convene a meeting on the subject. He hoped the meeting would feel that this was one of the greatest public questions that had ever been discussed. The only possible objection to the course which he felt certain that meeting would take, was that such a step had been unnecessary, inasmuch as it was impossible to imagine that the decision come to by Sir C. Cresswell would not be at once overruled when the case came before the House of Lords. But would it ever get to that tribunal? Parties were being positively ruined by the enormous expenses which were being incurred, and even if the case did come before the House of Lords, technical objections might be found to prevail, and to prevent the real question being decided. But what objection could there be to get rid of such doubts? Sir J. P. Wilde had in a more recent case, *Ryves and Another* v. *The Attorney-General*, 14 W. R. 17, decided and laid it down broadly that every party appearing or taking proceedings under the Legitimacy Declaration Act, had an undoubted right to have his case tried by a jury. When two judges disagreed, who was to decide? Was it an unreasonable request that the law on this subject should be placed beyond all question, so that it should be quite impossible in future times for any judge who might be disposed to take a different view from Sir J. P. Wilde, to refer to the decision in the case of *Shedden* v. *Patrick*, and again deprive a suitor of right to have his case determined by a jury?

The Mayor of Salford (W. Turner, Esq.), seconded the resolution.

Miss Shedden, who was requested by the Chairman to address the meeting, said she came to the men of Manchester as to a sanctuary of refuge, feeling assured that whatever was defective in her remarks they would be able to supplement by the stern feeling of right which existed within their own breasts. She appealed to them and to the people of England not to let that libel rest upon Englishmen of the 19th century which some persons were only too ready to endeavour to attach to them, that men, when they got into a jury box, turned false and dishonest, were only anxious to get away, and did not think of the great and solemn duty which they had to perform. Her family had silently borne great wrongs, and she felt it to be a duty to her country and to society that they should know that such things were going on in the midst of them. She left it to them to decide what should be done. She felt perfectly certain that there were noble spirits in the land who would be only too delighted to see that justice was done fairly and impartially. With regard to the preservation of trial by jury on all questions of fact, the judges and statesmen were looking to them for a declaration of what was their desire.

Mr. J. B. Torr said he thought that by adopting the petition they would be taking a false step in the way of assisting Miss Shedden. If they were at all anxious about the matter, they ought to assist her in a direct manner. He had the strongest admiration for a jury where a jury was the proper tribunal; but he had long felt that there were cases for the decision of which a jury was not the best tribunal.

Mr. H. C. Oats said he thought the fair and reasonable answer to the petition would be that it referred to a single decision, one which the author of the bill had said to be wrong, and which was generally believed to be so.

After a few words from Mr. Heron in reply, the motion for the petition was adopted.

Other resolutions were passed, entrusting the memorial, and its presentation to Earl Russell, to a committee; and it was resolved to enter into a subscription to defray the necessary expenses, the balance to be given to the Shedden Defence Fund.

The usual compliment to the Mayor terminated the proceedings.

SCOTLAND.

COURT OF SESSION—FIRST DIVISION.

Feb. 21.—*Lord Advocate* v. *Matheson*.—In this litigation betwixt the Lord Advocate, on behalf of the Commissioners of Woods and Forests, and Mr. Matheson, of Ardross, the former was unsuccessful, and was found liable in expenses. The auditor's report was approved of to-day, when

Mr. Ivory, for the Lord Advocate, asked the Court to pronounce a decree in special form under 18 & 19 Vic. c. 90, s. 2. If decree was now pronounced against the Lord Advocate, he might be charged, and the rents payable to the Crown might be attached, and this had been done in a recent case. In England, in similar circumstances, the Court of Chancery had ordered that the costs should be paid in the

manner directed by the Crown Suits Act, "with liberty for the defendants, or any of them, to apply to this Court as they may be advised with respect to the said costs:" *Attorney-General* v. *Hanmer*, 7 W. R. 483. Mr. Ivory asked a similar order in this case.

The Court refused to pronounce any other than an ordinary decree against the Lord Advocate, as acting for the Commissioners of Woods and Forests. Of course such a decree did not make his Lordship personally liable. But if the Crown refused to pay expenses decerned for, their creditor was entitled to recover them in the ordinary way. The Act of Parliament placed the Crown in regard to this matter in the same position as a subject.

Counsel for Mr. Matheson, Mr. John Cheyne.

CRIMINAL CHARGE AGAINST A GLASGOW PROCURATOR.

We regret to learn that Mr. John Strachan, writer, Glasgow, was apprehended on Tuesday morning, at the instance of the Procurator Fiscal, on the charge of breach of trust, or fraud, in the preparation of a will.—*Glasgow Evening Citizen*, Feb. 27.

IRELAND.

IMPORTANT WILL CASE.

Fitzgerald v. *Fitzgerald*.—The Judge of the Probate Court and a special jury of the city of Dublin, have been engaged for twenty-one days in trying the validity of the will of the late Sir Edward Fitzgerald, Bart., of Carrigoran, in the county of Clare. It is said the personalty amounts to about £90,000, whilst the real estates are valued at between £7,000 and £8,000 a-year. The will was propounded by the widow of the testator, Julia, Lady Fitzgerald, executrix, and by the executors, Colonel Edward Fitzgerald and Basil Edward Cochrane (grandnephew of the late Earl of Dundonald). There was also a codicil, of which the Hon. John P. Vereker (son of Viscount Gort) is executor; and he was, as such, joined in the suit as a co-plaintiff. The defendant was the present baronet, Colonel Sir Augustine Fitzgerald, the brother and heir-at-law of Sir Edward, and he opposed on the ground of unsoundness of mind, memory, and understanding, on the part of the testator; and of fraud, coercion, fraudulent misrepresentation, and undue influence, on the part of Lady Fitzgerald and others acting in her interest.

Mr. Serjeant Armstrong, Mr. Isaac Butt, Q.C., Dr. Ball, Q.C., and Mr. Matthew Smythe, were counsel for the plaintiffs. The Right Hon. A. Brewster, Q.C., Right Hon. James Whiteside, Q.C., Mr. Clarke, Q.C., Dr. Townsend, Q.C., and Messrs. Cathrew and O'Loghlen, for the defendant, on whose behalf the Solicitor-General was also retained, but his engagements at the State trials obliged him to return his brief.

It appeared that the testator, who was third baronet, had married, in 1856, the plaintiff, who was the widow of a Mr. Wilmington Rose, and the niece of Chief Baron O'Grady, first Lord Guillamore. She was then in possession of considerable property; a settlement was executed by which £600 a-year jointure was given to her, she also retaining, for pin money, £200 a-year of her own fortune. Previous to his marriage Sir Edward had made a will leaving his estates (which had been disentailed) to his brother Augustine for life, charged with £1,500 a-year for his (Augustine's) son Austin, remainder to Austin and his heirs, with a proviso that if he died in his father's lifetime, the latter should take absolutely. In 1858 another will was made, which was substantially to the same effect, with the addition of a legacy of £2,000 to his wife. In these wills no mention was made of the other members of the family, with whom the testator had had differences. With his uncle General Sir John Fitzgerald (formerly M.P. for Clare) he had disputes about money matters; his sister Emily, the wife of the Hon. James Butler (brother of Lord Dunboyne), and his brother George, had instituted proceedings in Chancery against him, and the only remaining member of his family with whom he was on terms of cordial intimacy was Colonel E. Fitzgerald, the grandfather of the plaintiff Mr. Cochrane. In 1860 his nephew Austin returned to Ireland, having been obliged to leave the army from habits of intemperance; he took up his residence at Sir Edward's, where he pursued a course of misconduct which caused great annoyance to Sir Edward and Lady Fitzgerald. At this time his father (the defendant) had separated himself from his wife under circumstances of a painful nature.

The will (the subject of the present litigation) was dated the 16th February, 1861, and the codicil the 16th March, in in the same year. By these the testator left his estates, (charged with £1,000 a-year for his brother, the present baronet), to his widow, Julia Lady Fitzgerald, for her life, remainder to Basil Cochrane, he taking the name of Fitzgerald. These documents had been prepared by a respectable solicitor, Mr. Matthew Kenny, the testator signing the instructions; the draft had been prepared by counsel, Mr. Smythe, and perused and settled by the present Attorney-General, then Mr. Serjeant Lawson. After their execution the testator had lived for a considerable time, though in delicate health, and had died on the 13th March, 1865.

A vast number of witnesses were examined in support of the testamentary capacity of the testator; amongst other eminent physicians, Sir Dominic Corrigan, M.D., was examined; several clergymen, both Protestant and Roman Catholic; and many gentlemen of high position (including Lord Athlumney, who had known Sir Edward Fitzgerald as an *attaché* to the British Embassy at Berlin), gave their testimony as to the business capacity of the deceased gentleman. It transpired, however, that he had, for some years previous to his death, indulged freely in strong drinks, and that he was of very negligent and disgusting personal habits, owing, partly at least, to paralysis of the lower extremities.

On the twenty-first day of the hearing the judge proceeded to charge the jury. He went very minutely through the evidence adduced on both sides, and adverted to the arguments addressed to the Court by the counsel. The conduct on the part of the professional gentlemen engaged in the transactions which had been under investigation necessarily occupied his Lordship's attention. Referring to the solicitor who had prepared the will and deeds, Judge Keatinge said, "With reference to Mr. Kenny, a gentleman of great respectability in his profession, he (the learned judge) should say that every one perceived he had not intended to act a dishonest part in this transaction. They had seen in the course of the case that there was not the slightest disposition on his part to withhold from them a single document, or to suppress any information that tended to throw any light on this trial. Throughout the case he had done what he confessed was not usual with him, viz., kept a written account of all the transactions with Sir Edward, and when the proper time came that this was of use to either of the parties he produced it. Though it was then very useful in the suit, it was more useful for a purpose which Mr. Kenny had more warmly at heart, that of showing his own integrity—undoubted integrity in all these transactions."

At the close of his Lordship's charge about five o'clock the jury retired.

Mr. Butt handed in objections to two points in his Lordship's directions—namely, that the jury were inquiring into the validity of the two deeds; and were to consider that the testamentary capacity was not to be presumed by law, whereas he contended that it was to be presumed by law.

His Lordship took a note of the objections.

The jury found that the two paper writings, bearing date the 16th of February and the 16th of March, 1861 (the will and codicil), were not the last will and testament of Sir Edward Fitzgerald. The verdict was received with some applause.

COURT OF COMMON PLEAS.

(Before Chief Justice MONAHAN and a Special Jury.)

Lord Crofton v. *The Liverpool and London and Globe Insurance Company—Important Insurance Case.*—This was an action brought to recover the amount of a policy of insurance on the plaintiff's residence, Moate-park, in the county Roscommon, which was destroyed by fire in May last. The sum claimed on the policy was £10,000; and, as special damage for the delay in not settling the amount or rebuilding the mansion, a further sum of £2,000 was claimed. The defences were that the sums claimed were excessive, and that a reasonable time for rebuilding had not elapsed. The case resolved itself into an inquiry whether, as the defendants alleged, they had elected to re-build the mansion. In leaving the case to the jury his lordship told them, on the question of interest, that, under Pigot's Act (3 & 4 Vict. c. 105, s. 54), if they should come to the conclusion that the delay which occurred in re-building the premises was deliberate and improper on the part of the company, the jury would be at liberty to give damages in the nature of interest, if they should think fit so to do.

The jury found that the company had not elected to build, and assessed the damages at £9,000 without interest.

Messrs. Whiteside, M.P., Q.C., Macdonagh, Q.C., and Wilson, were of counsel for the plaintiff; Messrs. Brewster, Q.C., Butt, Q.C., Chatterton, Q.C., and Chas. Hamilton for the defendants.

WICKLOW ASSIZES.

(Before Dr. Ball, Q.C., Commissioner of Assize, and a Jury).

London and Southern Bank v. *Armagh and Newry Railway Company—Railway Law.*—This was an action to recover the amount of two bills of exchange for £3,000 each, the drafts of Watson & Co., railway contractors, upon the defendants. The bills were proved to be renewals of others given to Watson & Co. for work done, and the acceptance by the company was not denied; but their liability was questioned, on the grounds that they had no authority to accept bills of exchange, and that any proceedings not under their seal as a corporation were invalid.

A verdict was directed for the plaintiffs, subject to the point reserved as to the power of a railway company in entering into contracts.

Messrs. J. E. Walsh, Q.C., Purcell, Q.C., and Devitt appeared for the plaintiffs; Mr. Piers White for the defendants.

COLONIAL TRIBUNALS & JURISPRUDENCE.

JAMAICA.

Illegal Arrests.

From a letter addressed to Mr. Cardwell by a dentist, named Vinen, we gather that Gordon was not the only person arrested in Kingston without warrant or legal process, notwithstanding that martial law was never proclaimed in that town. This gentleman was, fortunately for himself, not sent for trial before the lieutenants and ensigns who were dealing out "justice" at Morant Bay; but he was thrust into a common cell in the gaol on the 21st of October, and was detained there as a prisoner until the 9th of November. During the time he was illegally kept in confinement, his house was searched by the police, and his letters, which related only to family and private business, were taken away and read. No charge was ever brought against him; nor was he ever informed of the cause of his arrest. He was discharged, as he had been taken into custody, without any legal form or process. There does not seem to be any reason to apprehend danger from this dentist, who is too insignificant a person even for mention in Mr. Eyre's despatches. The police were evidently unable to prefer against him any sort of charge which could justify them in asking a magistrate for a warrant. It may be as well to bear this and other such cases in mind when we are asked by the advocates of Governor Eyre in the English press to believe that all his violations of the law were dictated by an overpowering necessity. If there was danger to the peace and tranquility of Kingston from the presence of this unfortunate dentist and others of the same stamp, Kingston ought to have been proclaimed. If, on the other hand, there was, as we believe, no danger at all, these men ought not to have been deprived of the elementary right of British subjects to freedom from arrest except on a legal warrant, based on a definite charge.—*London Review.*

AUSTRALIA.

Wife Desertion.

This matter is becoming so serious in Victoria, that further legislative action is imperatively called for. The law is powerless to bring men back who leave their wives, trusting to the chapter of accidents at the gold fields.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

M. Berryer.

The Bar of Bordeaux have given their grand banquet in honour of M. Berryer. The head of the order, M. Vaucher, in proposing the toast of the evening, referred to the reception of M. Berryer in England—"Often unquiet and engrossed with our glories, but paying to him magnificent homage, the recollection of which can never fade away." M. Berryer, in reply, said: "You have referred to my visit to England and my reception by the English Bar. My long and intimate friendship with Lord Brougham was the occasion of it, and I was convinced that the compliments then paid to me were not addressed so much to myself as to the whole of the French Bar. England, gentleman, honours and admires the discipline and independence of our Bar, and the attachment it inspires to its members. The English are jealous of those men who, after being mixed up in all the great events of their time, after having passed through so many revolutions, have no other ambition than to remain advocates. When I was chosen to represent the French Bar, it was simply because chance associated my name with great recollections, and because, having almost attained the term of my life, I was one of those who appeared to be attached to our order with the greatest fidelity. The flattering homage which was then paid me, and that which I this day receive from you, are the joy and the consolation of my old age far more than that which you are pleased to call my glory or my reputation. Yes; I feel that I shall quit this life with regret, because I shall have to tear myself from those testimonials which constitute its charms."

French Notions of English Law.

L'International, of Saturday last, says:—"English legislation has decidedly need of reform, both civil and criminal, for it abounds with contradictions and errors. Thus, a sweep was recently condemned to eleven months imprisonment for having stolen a teapot, upon the sole evidence of the complainant's domestic servant. Some time afterwards this servant confessed that, in order to raise money, she had pawned several articles belonging to her mistress, and amongst others the teapot in question, but no legal proceedings have been taken against her. It is clearly proved that the sweep is innocent, but as the real culprit is not proceeded against, the condemned must fulfil his term of imprisonment without any legal authority being able to render to him that justice which is due to every citizen."

It is not necessary for us to set our readers right as to the mistake here made. If the facts stated ever took place we doubt not the sweep was immediately set at liberty by the Home Office. Why the servant was not prosecuted it is hard to say, possibly because no admissible evidence could be obtained against her. But it is not unlikely that the whole story is inaccurate.

Theatres.

The Civil Tribunal of the Seine lately gave judgment in an action brought by a M. Joanne against the director of the Théâtre du Palais-Royal, under the following circumstances:—The plaintiff, who resides at Neuilly, had hired a box for the 5th December last, for which he paid 36 fr. 25c., but when he and his wife arrived, they found that the box had been given, by mistake, to another party, and all the others were occupied. The plaintiff and the friends whom he had invited to pass the evening with him were therefore unable to see the performance, and went to another theatre. He accordingly commenced proceedings to recover his 36 fr. 25c. and damages for breach of contract. The Tribunal, after hearing all parties, condemned the director to refund the money for the box, and to pay 50 fr. damages, with costs.

Making Bankruptcy Notorious.

It is stated in the *Courier de Vienne*, published at Poictiers, that on Sunday week the public crier proclaimed at every corner of the town that M. Hasiron, banker, was summoned to surrender and take his trial at the approaching assizes, to be held at Vienne, on a charge of fraudulent bankruptcy. M. Hasiron had been mayor of the town.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution, on Tuesday, the 27th ult., Mr. Lloyd in the chair, the following question was discussed—"Is the name of a business firm a partnership asset upon the winding-up of a partnership upon the death of a partner?"—*Lewis* v. *Langdon*, 7 Sim. 421; *Churton* v. *Douglas*, Johns. 174; *Smith* v. *Everitt*, 27 Beav. 446; *Robertson* v. *Quiddington*, 28 Beav. 529; *Banks* v. *Gibson*, 13 W. R. 1012. It was opened by Mr. S. Woolf, on the affirmative, and by Mr. Beard on the negative side, and was decided in the negative.

ARTICLED CLERKS' SOCIETY.

At a meeting of this society, held on Wednesday, the 14th ult. (with Mr. Drummond in the chair), it was moved by Mr. Levirton—"That each of our colonies should be represented in the British Parliament." Mr Theodore Lumley opposed. The motion was lost.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. E. CHARLES, on Equity, Monday, March 5.

Mr. H. SHIELD, on Common Law and Mercantile Law, Friday, March 9.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

HOURS OF ATTENDANCE.

Elementary classes, 4.30 to 5.30 p.m.
Advanced ,, 5.30 to 6.30 p.m.

Mr. A. BAILEY on Conveyancing—
Monday, March 5, class A, elementary and advanced.
Thursday, Mar. 8 ,, B, ,, ,,

Mr. E. A. C. SCHALCH on Common Law—
Tuesday, March 6, class A, elementary and advanced.
Friday, March 9 ,, B, ,, ,,

Mr. M. H. COOKSON on Equity—
Wednesday, March 7, class A, elementary and advanced.

COURT PAPERS.

COMMON LAW BUSINESS AT THE JUDGES' CHAMBERS.

The following regulations for transacting the business at these chambers will be observed till further notice.

Original summonses only to be placed on the file and numbered.

Summonses adjourned by the judge will be heard at half-past ten o'clock precisely, according to their numbers on the adjournment file, and those not on that file previous to the numbers of the day being called, will be placed at the bottom of the general file.

No summonses will be adjourned by the judge unless he be satisfied that the adjournment is necessary.

Summonses of the day will be called and numbered at a quarter to eleven o'clock, and heard consecutively.

Counsel at one o'clock. The name of the cause to be put on the counsel file, and heard according to number.

Acknowledgments of deeds will be taken at ten o'clock; those not then in readiness will be postponed until the following day at ten.

Affidavits in support of *ex parte* applications for judges' orders (except those for orders to hold to bail) to be left the day before the orders are to be applied for, except under special circumstances; such affidavits to be properly endorsed with the names of the parties, the nature of the application, and a reference to the statute under which any application is made.

Further time to plead will not be given as a matter of course.

All affidavits read or referred to before the judge must be endorsed and bear a one shilling stamp for filing, and all documents requiring a stamp must bear such stamp when produced, otherwise the case will be struck out.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, March 1, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 87
Ditto for Account, Mar. 8—87⅞
3 per Cent Reduced, 87
New 3 per Cent., 87
Do. 3½ per Cent., Jan. '94 —
Do. 2½ per Cent., Jan. '94 —
Do. 5 per Cent., Jan. '73 —
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908 —
Ex Bills, £1000, 3 per Ct. — dis
Ditto, £500, Do, 2 dis
Ditto, £100 & £200, Do. 2 dis
Bank of England Stock, 5½ per Ct. (last half-year)
Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 —
Ditto for Account, —
Ditto 5 per Cent., July, '70, 102½
Ditto for Account, —
Ditto 4 per Cent., Oct. '88
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. —
Ind. Enf. Pr., 4 p C., Jan. '72 101⅛
Ditto, 5½ per Cent., May, '79, 106
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '66, —
Do. Bonds, 4 per Ct., £1000, 15 pm
Ditto, ditto, under £1000, 15 pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	95
Stock	Caledonian	100	132
Stock	Glasgow and South-Western	100	118
Stock	Great Eastern Ordinary Stock	100	41
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	126 xd.
Stock	Do., A Stock*	100	141 xd.
Stock	Great Southern and Western of Ireland	100	90
Stock	Great Western—Original	100	60½
Stock	Do., West Midland—Oxford	100	41
Stock	Do., do.—Newport	100	38
Stock	Do., do.—Hereford	100	104
Stock	Lancashire and Yorkshire	100	120½ xd.
Stock	London and Blackwall	100	39 xd.
Stock	London, Brighton, and South Coast	100	98
Stock	London, Chatham, and Dover	100	40
Stock	London and North-Western	100	123 xd.
Stock	London and South-Western	100	93 xd.
Stock	Manchester, Sheffield, and Lincoln	100	65
Stock	Metropolitan	100	134
10	Do., New	£4:10	3 pm
Stock	Midland	100	134 xd.
Stock	Do., Birmingham and Derby	100	95 xd.
Stock	North British	100	63
Stock	North London	100	125 xd.
10	Do., 1864	5	7 xd.
Stock	North Staffordshire	100	77
Stock	Scottish Central	100	150
Stock	South Devon	100	53 xd.
Stock	South-Eastern	100	77
Stock	Taff Vale	100	145 xd.
10	Do., C	3	3½pmxd
Stock	Vale of Neath	100	104
Stock	West Cornwall	100	53

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The turn of the monetary tide, which took place last week, is not considered by the directors of the Bank of England likely to be followed by a great influx of bullion. For, at their weekly court on Thursday they made no alteration in the existing 7 per cent. rate of discount. Indeed, the present tendencies lead us rather to apprehend an increase in the rate. For the Bank return of Thursday evening presents a slight decrease under the head of unemployed notes. The demand for discounts too has been very heavy, owing to the preparation for the bills for the 3rd and 4th of the month, which fall due to day. The demand for accommodation has been chiefly for short loans connected with the Stock Exchange account. The present bank rate, however, is not in the least in excess of the average market point.

The market for English stocks has been inactive, and Consols, on Wednesday, declined ¼ per cent. This was accelerated, no doubt, by the rumour that Lord Russell had resigned; but, though the *canard* was soon contradicted, the funds did not recover the shock. Advances from day to day on English Government Securities were quoted as much as 7 per cent., but for mercantile paper, having less than three months to run, the charge has been about 6½, and for bankers' acceptances, 6½ per cent.

It is stated that the applications for the new Chillian loan have exceeded four times the amount required.

The Crown agents for the colonies have, on behalf of the Government of New Zealand, announced a projected issue of £500,000, in bonds of £1,000, £500, £200, and £100 each, being a third instalment of the 6 per cent. for £3,000,000. The loan is secured on the public revenues of the colony, and 2 per cent. of the total amount borrowed is to be annually appropriated to a sinking fund for the final redemption of the debt. The bonds are redeemable in twenty-five years. The subscription list is to close on Tuesday, the 13th March next.

The operations in foreign and colonial railway shares has been very limited. Grand Trunk of Canada has suffered a decline of 5; South Austrian and Lombardo-Venetian have improved ½. American securities have been dealt with to a moderate extent, and prices have slightly improved. The dealings in the miscellaneous market have been very limited, but a somewhat better general tone has prevailed.

Not very long ago joint-stock banks formed the most conspicuous element of the limited joint-stock mania. This phase of speculation was more recently exchanged for the conversion of private firms into limited public companies. But if the prevalent demand for discount accommodation continues, joint-stock banks are not unlikely again to take rank in the public estimation. There is no verification in present monetary events of Shakespeare's advice—

"Neither a borrower nor a lender be."

EQUITY AND LAW.

The annual general meeting of the Equity and Law Life Assurance Society will be held on Tuesday next.

THE IMPERIAL LAND COMPANY OF MARSEILLES.

This company has been established with a view of purchasing land and property in the city of Marseilles (the Liverpool of France), and the re-sale of the same. The total amount of purchases is £3,325,163, of this sum £2,669,640 is payable by instalments extending in part to a period of fifty years, and only £656,523 in cash, on taking over the estates, caution money being lodged for the due observance of the company's engagements. From this month the directors promise to pay interest at the rate of 10 per cent. for two years on the capital called up.

The directory consists of many of the directors of the Credit Foncier and Mobilier Company of England, the National, and the Agra and Masterman Banks. The shares are quoted at from 2½ to 3 premium.

AMERICAN NEUTRALITY.—The following is from the *New York Tribune*:—Mr. John O'Mahony, Head Centre of the American branch of the Irish Republic—(we mean one of the Head Centres, for we shall keep out of the Fenian fight if we can)—has issued a manifesto, declaring that British government spies (detectives) are dogging the footsteps of the Fenians of our city. He says—"It is a fact as startling as it is disgraceful, that spies, acting under the direction of a foreign government, prowl about our streets, and, even under the statue of Washington, hatch conspiracy against citizens of the republic," &c. This, of course, is the way the matter looks in the eyes of the Head Centre; but not exactly so in ours. We trust our government will maintain the strictest neutrality in the war now opening between the Fenians and the British, and that whatever privileges are accorded to one belligerent will be extended also to the other. And, as the Head Centre and his brethren are allowed to "hatch conspiracy" here, why not their enemies? We cannot imagine. In fact, the H. C.'s indignation reminds us of an anecdote told in Congress by a Western member of a fellow who was gambling on a Mississippi steamboat, and had slipped three aces into his boot to await the time of need. The time came; when, drawing on his reserve, he found that other and insignificant cards had been roguishly substituted for his winning ones. "I won't play any more," he exclaimed in fierce indignation, "there's cheating around this board, by George!"

ESTATE EXCHANGE REPORT.

AT GARRAWAY'S.

Feb. 23.—By Mr. ROBERT REID.

Leasehold residence, being No. 5, Gloucester-gardens, Westbourne-terrace; let at £160 per annum; term, 73 years unexpired, at £18 per annum—Sold for £2,310.

Leasehold profit rental of £120 15s. per annum (for 8½ years), secured upon a house and shop, being No. 111, Tottenham-court-road—Sold for £560.

Leasehold improved ground-rent of £30 per annum (for 96 years) secured on three houses situate in Regent's-park-road—Sold for £600.

Leasehold residence, being No. 60, Clarendon-road, Notting-hill; let at £65 per annum; term, 74 years unexpired, at £12 10s. per annum—Sold for £810.

Leasehold residence, being No. 64, Clarendon-road aforesaid; let at £65 per annum; term and ground-rent similar to above—Sold for £700.

Leasehold premises, being No. 15, Adam-street East, Manchester-square, comprising a house and premises known as The Wesleyan Reform Chapel, producing £101 per annum; term, 6 years unexpired, at a peppercorn—Sold for £330.

Leasehold house, being No. 205, Seymour-street, Euston-square, estimated annual value £42, also an improved ground-rent of £7 per annum, secured on the house adjoining No. 203; term, 24 years unexpired, at £9 8s. per annum—Sold for £325.

By Messrs. LOMAX & FLEXMAN.

Leasehold residence, being No. 13, Dorset-street, Baker-street, Portman-square, of the estimated annual value of £150, also some stabling; let at £26 per annum; term, 22 years unexpired, at £16 16s. per annum—Sold for £740.

Leasehold stabling and coach-houses, being Nos. 1 to 9, St. John's-mews, Ledbury-road, Kensington, producing £227 per annum; term, 99 years from 1851, at £70 per annum—Sold for £1,590.

Leasehold, 2 residences, being Nos. 24 and 25, Semor-street, Harrow-road, producing £80 per annum; term, 99 years from 1860, at £14 3s. per annum—Sold for £350.

Feb. 28.—By Messrs. FAREBROTHER, CLARK, & Co.

Leasehold premises, known as Hall's Wharf, Lower Thames-street; term, 61 years from 1820, at £1,800 per annum—Sold for £26,200.

By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold residence, being No. 39, Oxford-terrace, Hyde-park; estimated annual value £200; term, 64½ years unexpired, at £21 per annum—Sold for £1,600.

Leasehold house, being No. 13, Maida-hill West; let at £50 per annum; term, 40 years unexpired—Sold for £570.

Leasehold house, being No. 13, Hall-place, Church-street, Paddington; let at £31 10s. per annum; term 72½ years unexpired, at £7 7s. per annum—Sold for £330.

Leasehold house, with 2 shops, being No. 61, St. John-street-road; let at £52 10s. per annum; term, 3½ years unexpired, at £3 per annum—Sold for £30.

Leasehold house, with workshop in the rear, being No. 9, Upper Smith-street, Northampton-square, Clerkenwell; let at £34 per annum; term, 16½ years unexpired, at £6 per annum—Sold for £270.

Five twelfth parts of leasehold property, comprising Nos. 1 and 2, Pitfield-street, Hoxton, and 44a, 45, 45a, 46, and 46a, Old-street-road; term, 800 years from 1759, at £5 per annum; and the freehold of the above ground-rent of £5 per annum—Sold for £1,125.

March 1.—By Messrs. H. BROWN & T. A. ROBERTS.

Freehold granary, situate at the corner of East-lane Stairs, Bermondsey-wall, let at £125 per annum—Sold for £3,600.

By Mr. W. H. THOMPSON.

Leasehold, 2 houses and shops, being Nos. 163 and 164, New Bond-street, Piccadilly, producing £440 per annum; term, 60 years from 1865, at £18 per annum—Sold for £13,100.

AT THE LONDON TAVERN.

Feb. 27.—By Messrs. VIGERS.

Leasehold improved ground-rent of £250 per annum, secured upon property situate in Grosvenor-road, Pimlico; term, 85½ years from 1852—Sold for £3,300.

Freehold business premises in Bear-lane, Blackfriars-road—Sold for £1,450.

Freehold plot of building land, fronting Robert-street and Union-place, Blackfriars-road, and a lease in perpetuity of 2 arches—Sold for £1,850.

Freehold plot of building land, fronting George-street, Blackfriars-road, and a lease in perpetuity of 4 arches—Sold for £1,850.

Freehold manufacturing premises, situate at the corner of Charlotte-street, Blackfriars-road, with the buildings thereon—Sold for £6,000.

Freehold, 4 houses with shops, being Nos. 80, 61, 63, and 69, Walworth-road, producing £158 per annum—Sold for £3,480.

Freehold plot of building land, nearly opposite the Elephant and Castle station—Sold for £1,250.

Freehold residence, situate in Gresham-road, Brixton, and a plot of building land adjoining—Sold for £600.

Freehold residence, with stable and coach-house, known as Walton Lodge, situate in Cold Harbour-lane, Brixton—Sold for £1,500.

Freehold residence, with stabling and ground of about 2 acres, known as The Abbey, Herne-hill—Sold for £3,550.

Freehold plot of building land in Gordon-road, Peckham—Sold for £340.

Freehold plot of building land in Gordon-road, Peckham—Sold for £220.

Freehold plot of building land, situate as above, with 2 cottages thereon—Sold for £570.

Freehold plot of building land, situate as above—Sold for £920.

Freehold plot of building land, situate as above—Sold for £220.

Freehold plot of building land, situate as above—Sold for £235.

Freehold plot of building land, at Nunhead—Sold for £1,100.

Freehold residence, with stable and coach-house, situate at Woodvale, Forest Hill—Sold for £850.

Freehold, 2 houses in Wood-lane, Forest Hill—Sold for £1,360.

Freehold mansion, with coach-house and stable, situate on Sydenham Hill—Sold for £5,800.

Freehold plot of building land, fronting Sydenham Hill and Westow Hill, with cottage thereon—Sold for £2,750.

AT THE MASONS' HALL TAVERN.

March 1.—By Messrs. BROMLEY, SON, & KELDAY.

Leases, together with the goodwill of the Brewery, situate at the rear of North-street, Chelsea; the tap-house, being Nos. 13 and 14, North-street aforesaid, and the right of leases, at the expiration of the present terms, of Nos. 10, 11, 12, and 15 to 21, North-street, and 6, 7, 8, 9, 12, and 13, New-road, and 1, Cross-street, all adjoining; a leasehold messuage, No. 10, New-road; leasehold stable and messuage, No. 26, North-street; and leasehold stabling and premises, Nos. 8 and 9, Cross-street; and the following public-houses:—The Hope, Beavor-lane, Hammersmith; the Devonshire Arms, Cumberland-street, Chelsea; the Jolly Waggoners, York-road, Battersea; the Beehive, Church-street, Paddington; the Railway Arms, Warwick-road, Kensington; the Original Woodman, High-road, Battersea; the Steam Packet, Bridge-road, Battersea; and the Carpenters' Arms, Stewart's-grove, Chelsea—Sold for £3,700.

Leasehold house, being No. 10, New-road, Chelsea; also the messuage, No. 12, North-street; also the stable and messuage, No. 26, North-street; and stabling and premises, Nos. 8 and 9, Cross-street—Sold for £40.

Lease, &c., of the Neil Gwynne public-house, situate at Stanley-bridge, King's-road, Fulham, and a piece of ground adjoining—Sold for £2,440.

Lease, &c., of the Rifle public-house, situate on the high road from Fulham to Hammersmith—Sold for £1,600.

An improved rent, arising out of a messuage, No. 40, Southampton-street, Pentonville, and shops adjoining; term, 33 years from 1832, at £45, and underlet for 30 years from 1853, at £60 per annum—Sold for £110.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CARTER—On Feb. 27, at Carlton-villas, Maida-vale, the wife of W. Carter, Esq., Solicitor, of a daughter.

MILLER—On Feb. 24, at George-square, Edinburgh, the wife of W. Miller, Esq., Solicitor, of a daughter.

RENNOLLS—On Feb. 26, at Kilburn Priory, the wife of W. H. Rennolls, Esq., Solicitor, of a son.

MARRIAGES.

AUSTIN—KENDALL—On Feb. 21, at St. Mary's, Peckham, Geo. F., son of the late G. Austin, Esq., F.L.S., Barrister-at-Law, to Fanny, daughter of the late G. Kendall, Esq., Marnhull, Dorset.

BURLAND—KENT—On Feb. 19, at St. Peter's, Walworth, Edwin, son of the late W. G. Burland, Esq., Solicitor, of Bristol, to Julia Child, daughter of J. Kent, Esq., Kennington-park.

WHITEHEAD—DOMMETT—On Feb. 8, at St. Mary's, Chard, Somersetshire, W. H. Whitehead, Esq., Moorfield, Manchester, to Julia E., daughter of W. Dommett, Esq., Solicitor, Chard.

DEATHS.

ADDISON—On Feb. 19, at Alfred-place West, South Kensington, C. G. Addison, Esq., Barrister-at-Law.
ANDERSON—On Feb. 25, at Great James-street, Bedford-row, R. Anderson, Esq., Solicitor, aged 41.
BROWN—On Feb. 16, W. Brown, Esq., Solicitor, of Tewkesbury, aged 67.
HINDE—On Feb. 27, at Edge Mount, Bradfield, near Sheffield, Percy, son of the late H. Hinde, Esq., Solicitor, Sheffield, aged 24.
MACDOWALL—On Feb. 25, at Richmond-road, Islington, Joanna, widow of the late A. MacDowall, Esq., M.D., Helensburgh, and daughter of the late J. Bowie, Esq., W.S., Edinburgh.
MILLER—On Feb. 24, at Belvedere, Kent, Clara M., wife of F. G. Miller, Esq., and daughter of the late J. G. Crickitt, Esq., Doctors'-commons.
POLLARD—On Feb. 21, H. J. Pollard, Esq., late of the Accountant-General's Office, Court of Chancery, aged 24.
SCHOLEFIELD—On Feb. 16, Mary E., wife of M. S. Scholefield, Esq., Solicitor, Batley.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

PHILLIPS, Rev. WILLIAM GEORGE JOSEPH, Eling, near Southampton, deceased. £152 New £3 per Cent. Annuities—Claimed by Rev. W. P. Phillips, and Rev. G. N. Phillips, the surviving executors.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 23, 1866.

LIMITED IN CHANCERY.

Dutch Tramway Company (Limited).—Vice-Chancellor Wood has fixed March 6 at 1 for the appointment of an Official Liquidator.
Bank of Turkey (Limited).—Petition for winding up, presented Feb 21, directed to be heard before the Master of the Rolls on March 3. Bailey, Tokenhouse-yard, solicitor for the petitioner.
London Cotton Manufacturing Company (Limited).—Petition for winding up, presented Feb 21, directed to be heard before Vice-Chancellor Wood on March 3. Gledhill, Fenchurch-st, solicitor for the petitioner.
Burnham's Tidal Harbour Company (Limited).—Petition for winding up, presented Feb 22, to be heard before the Master of the Rolls on March 3. Hobbs & Seal, Sejeant's-inn, solicitors for the petitioners.

TUESDAY, Feb. 27, 1866.

UNLIMITED IN CHANCERY.

Ventnor Harbour Company.—Vice-Chancellor Kindersley has fixed March 7, at 12, at his chambers, for the appointment of an official liquidator.

Friendly Societies Dissolved.

FRIDAY, Feb. 23, 1866.

Grand Protestant Institution and Association of Loyal Orangemen's Sick and Funeral Fund, Axe Tavern, Watergate, Chester. Feb 21.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 23, 1866.

Arabian, Richd, Grosvenor-st, Grosvenor-sq, Esq. March 31. Rickards v Arabin, V. C. Kindersley.
Boyse, Jessie, Paris, Widow. March 17. Petit v Hunt, M. R.
Connop, Thos Joseph, Fownhope, Hereford, Yeoman. March 30. Connop v Connop, V. C. Stuart.
Davidson, Meyer, Stock Exchange, Esq. March 20. Rothschild v Davidson, M. R.
Havilland, Chas de, Island of Guernsey, Major. March 9. De Havilland v Donne, V. C. Stuart.
Dickinson, Thos Wright, Bilston, Stafford, Surgeon. March 28. Dickinson v Wennington, V. C. Stuart.
Firth, Reuben, Wike, York. March 12. Webster v Firth, M. R.
Fotheringham, Robt John Hamilton, Queensland, Australia, Clerk of Petty Sessions. May 15. Fotheringham v. Fotheringham, M. R.
Mallam, Thos Boyn, Woodfield Lodge West, Harrow-rd, Esq. March 31. Parsons v Mallam, V. C. Stuart.
Wormald, Hy, Trinity-st, Liverpool-rd, Islington, Gent. March 31. Wormald v Haynes, V. C. Stuart.

TUESDAY, Feb. 27, 1866.

Aldous, Wm, Craven-hill, Paddington, Esq. March 12. Masson v Aldous, V. C. Stuart.
Dew, Jas Herbert, Gloucester, Licensed Victualler. March 18. Simms v Drew, V. C Stuart.
Embleton, Luke, New Park-st, Southwark, Engineer. March 23. Trotter v Embleton, M. R.
Harrison, Edwd, Westbromwich, Stafford, Blacksmith. March 29. Harrison v Dimbylow, M. R.
Howell, Jas, Sawston, Cambridge, Bricklayer. March 23. White v Richardson, M. R.
Simons, Thos, Birm. March 24. Hobson v Bagnall, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 23, 1866.

Allan, Edwd Thos, Elm Lodge, Surbiton, Esq. April 24. Hyde & Tandy, Ely-place.
Allan, Maria Catarina Rosalbina, Elm Lodge, Surbiton, Widow. April 24. Hyde & Tandy, Ely-place.
Ashwell, Edwd, Eversholt, Bedford, Gent. May 10. T. W. & J. Pearse, Bedford.
Brundrit, Thos, Stretford, Lancaster, Nurseryman. April 2. Simpson, Manch.
Cholditch, John, Wolverhampton, Stafford, Wine Merchant. March 31. Hawksford, Wolverhampton.
Churton, Ann, Southport, Lancaster, Widow. March 31. Beamont & Co, Warrington.
Elphick, Geo, Horsham, Sussex, Conveyancer. March 25. Medwin & Clarkson, Horsham.
Grey, Hon Wm Geo, Paris. May 1. Walker & Martineau, King's-rd, Gray's-inn.
Grissell, Jas, Mickleham, Surrey, Lieut.-Colonel. March 21. Jas & John Hopgood, King William-st, Strand.
Hitchcock, Eliz, Palace-gardens-ter, Kensington, Widow. April 6. Thomas, St James's-sq.
Innerarity, David Alex, Claremont-pl, Hornsey-rd, Chemist. March 5. Evans, Coleman-st.
Jones, Thos, Tranmere, Chester, Publican. March 25. W. & A. Morecroft, Lpool.
Lord, Eliz, Ladbroke-ter, Notting-hill, Widow. April 24. Hyde & Tandy, Ely-pl.
Parsonage, Jane, Lpool, Widow. March 31. Lace & Co, Lpool.
Pinning, John, Harworth, Nottingham, and Thos Pinning, Blyth, Nottingham, Farmers. May 1. Cartwright & Son, Bawtry.
Pook, Wm, Portsea, Southampton, Retired Builder. March 31. Edgcombe & Cole, Portsea.
Ramsden, Lucy, Lowndes-st, Middx, Spinster. March 31. Palmer & Co, Trafalgar-sq.
Rogers, Edwd, Uxbridge, Middx, Ironmonger. March 31.
Saunder, Francis Meadows, Cold Overton, Leicester, Gent. May 31. Hough, Oakham.
Stanton, John, Lloyd-st, Pentonville, Gent. March 24. Rose, Change-alley, Cornhill.
Summerfield, Jas, Horsham, Sussex, Labourer. March 25. Medwin & Clarkson, Horsham.
Thorne, Thos, Upper Tooting, Surrey, Gent. May 19. Young, Hastings.
Tulloch, Thos, Clarges-st, Piccadilly, Colonel. Forthwith. Boys & Tweedies, Lincoln's-inn-fields.
Walker, Eliz, Oakham, Rutland. April 30. Hough, Oakham.
Woolley, Saml, Codnor, Derby, Farmer. March 25. Cursham, Ripley.

TUESDAY, Feb. 27, 1866.

Alcock, John Trevor, Llangunnor, Carmarthen, Esq. March 25. Lloyd, Carmarthen.
Brown, Sarah, High-st, Sydenham, Butcher. April 21. Woods & Dempster, Brighton.
Davies, Levi, Cardigan, Culm Merchant. April 14. Evans, Cardigan.
Day, Saml, Alford, Lincoln, Druggist. April 30. Deakin & Dent, Wolverhampton.
Eskrick, John, Halliwell, Lancaster, Gent. April 10. Taylor & Son, Bolton-le-Moors.
Fielder, Wm, Burrough-ct, Harrow-rd, Esq. March 31. Johnson & Master, Duke-st, Grosvenor-sq.
Glass, Jas, Worton, Wilts, Cornfactor. March 29. Meek & Co, Devizes.
Husdon, John, East Retford, Nottingham, Hop Merchant. April 16. Newton & Jones, East Retford.
Jackson, John Napper, St Helier's, Jersey, Major-General. March 30. Cunliffe & Beaumont, Chancery-lane.
Polglase, Ralph, Paynton-ter, Poplar, Ironfounder. March 31. Ingle & Gooddy, King William-st, London-bridge.
Smith, Robt, Greenhithe, Kent, Plumber. April 9. Colyer, Furnival's-inn.
Stubbs, Thos, Manch, Gent. March 24. Storer, Manch.
Swan, Saml, Leeds, Grocer. June 1. Bulmer, Leeds.
Sykes, John, Halifax, York, Manufacturer. March 28. Hill, Halifax.
Taylor, Joseph, Grove End-villa, Kentish-town, Esq. April 2. Eyre & Lawson, John-st, Bedford-row.
Thorp, Chas., St John-st-rd, Clerkenwell, Butcher. April 30. Southgate, King's-bench-walk, Temple.
Ware, Rev Robt Green Hibbert, Chrishall Vicarage, Essex, Clerk. April 14. Freeland, Saffron Walden.
Wright, Wm, Manch, Calico Printer. March 26. Norris & Wood, Manch.

Assignments for Benefit of Creditors.

FRIDAY, Feb. 23, 1866.

Sidgwick, John Keen, Earl Stonham, Suffolk, Brewer. Jan 27. Rutter, Symond's-inn, Chancery-lane.
Smith, Edwin Jas, Bristol, Stationer. Feb 2. Abbot & Leonard, Bristol.
Knell, Edwd, High-st, Notting-hill, Grocer. Feb 5. Harrison & Lewis, Old Jewry.
Hungate, Robt Ughtred, & Wm Cousens, Gt St Helen's, Merchants. Jan 23. Lawrance & Co, Old Jewry-chambers.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 23, 1866.

Alston, Stephen, Bishop's Stortford, Herts, Hatter. Jan 26. Comp Reg Feb 22.
Armston, Joseph Thomas, Seven Sisters-rd, Middx, Builder. Feb 2. Comp. Reg Feb 23.
Aspinall, Wm, Grosvenor-st, Bond-st, Upholsterer. Dec 17. Comp. Reg Feb 21.
Babington, Benj, Addleton, Surrey, Barrister-at-Law. Feb 15. Comp. Reg Feb 22.
Balls, Hy Esra, Furnival's-inn, Financial Agent. Feb 17. Comp. Reg Feb 22.
Bastable, Wm Arthur Charlton, Drayton-grove, Brompton, Coal Dealer. Feb 21. Comp. Reg Feb 22.
Beddoe, Thos, Swansea, Glamorgan, Licensed Victualler. Feb 6. Comp. Reg Feb 23.
Blake, Wm, Brighton, Sussex, Esq. Jan 13. Asst. Reg Feb 23.
Boag, Eliz, & Isabella Boag, Darlington, Durham, Milliners. Jan 23. Asst. Reg Feb 20.
Bobsani, Wm, Birm, Dealer in Watches. Feb 9. Asst. Reg Feb 19.
Brayshaw, Joseph, & Thos Brayshaw, Leeds, York, Manufacturers. Jan 30. Asst. Reg Feb 23.
Brewitt, Geo, Sheffield, York, Tailor. Feb 20. Comp. Reg Feb 22.

Budden, Thos, Basingstoke, Southampton, Mason. Jan 25. Asst. Reg Feb 22.
Burrows, Wm, Charlton-kings, Gloucester, Wheelwright. Feb 3. Asst. Reg Feb 21.
Burgess, Thos, jun, Sittingbourne, Kent, Draper. Jan 24. Asst. Reg Feb 21.
Carlson, Wm, Rotherhithe-st, Rotherhithe, Licensed Victualler. Jan 19. Asst. Reg Feb 16.
Cartwright, John, Gt Stukely, Huntingdon, Farmer. Jan 30. Asst. Reg Feb 21.
Carwardine, Joseph, Coleford, Gloucester, Draper. Jan 27. Asst. Reg Feb 21.
Champion, Geo, West Butterwick, Lincoln, Wine Merchant. Jan 30. Asst. Reg Feb 21.
Cohen, Adolph, Warrington, Lancaster, Clothier. Feb 15. Comp. Reg Feb 20.
Cooling, John, Mickleover, Derby, Butcher. Feb 5. Asst. Reg Feb 20.
Collins, Wm, Davonport, Chemist. Jan 25. Comp. Reg Feb 22.
Corke, Wm, Wolverhampton, Stafford, Watchmaker. Jan 31. Asst. Reg Feb 23.
Delfraisse, Eugene, Chard, Somerset, Tutor. Feb 7. Comp. Reg Feb 22.
Edwards, Hy, Birm, Glass Merchant. Feb 9. Asst. Reg Feb 22.
Farrah, Robert Clubley, Beverley, York, Builder. Jan 31. Asst. Reg Feb 21.
Field, John, Tower-st, Merchant. Jan 24. Asst. Reg Feb 21.
Finney, John Eli, Birm, Engineer. Feb 13. Asst. Reg Feb 20.
Furneaux, John, Davenport, Licensed Victualler. Feb 17. Comp. Reg Feb 20.
Gibbs, John, Eastbourne, Sussex, Mason. Nov 30. Comp. Reg Feb 21.
Goodacre, Jas, Lpool, Hosier. Jan 31. Comp. Reg Feb 22.
Gull, Wm, Blightlingsea, Essex, Bricklayer. Jan 27. Asst. Reg Feb 21.
Harrison, John, Manton, Lincoln, Farmer. Feb 17. Asst. Reg Feb 23.
Hayard, Wm, Abergavenny, Monmouth, Lime Manufacturer. Jan 24. Asst. Reg Feb 21.
Hellewell, Hy, Sheffield, Pork Butcher. Jan 30. Asst. Reg Feb 20.
Holman, Wm, Abergavenny, Monmouth, Grocer. Jan 24. Asst. Reg Feb 21.
Irwin, Robt Christopher, Carlisle, Cumberland, Draper. Feb 2. Asst. Reg Feb 23.
Jacobson, Seelig, Blackburn, Lancaster, Clothier. Feb 2. Asst. Reg Feb 21.
James, John, Upper Thames-st, Wine Merchant. Feb 8. Comp. Reg Feb 22.
Lane, Fredk, Lpool, Watchmaker. Jan 27. Asst. Reg Feb 19.
Lockwood, Joseph Pratt, Penistone, York, Woollen Cloth Manufacturer. Jan 25. Asst. Reg Feb 22.
Nye, Anthony, Cleveland-pl, Camberwell, Clerk to an Insurance Company. Jan 31. Comp. Reg Feb 23.
Olsen, Lars, Bristol, Ship Chandler. Feb 6. Asst. Reg Feb 21.
Palmer, Geo Gidley, Exeter, Engraver. Feb 19. Asst. Reg Feb 22.
Pashley, Wm, Leeds, York, Vessel Owner. Jan 23. Asst. Reg Feb 20.
Peniston, Rev Joseph, Seaward-st, Goswell-st, Clerk. Feb 5. Comp. Reg Feb 23.
Reaney, Wm, Sheffield, Edge Tool Manufacturer. Jan 25. Comp. Reg Feb 22.
Robinson, John, Newcastle-upon-Tyne, Leather Merchant. Jan 30. Asst. Reg Feb 22.
Slater, Cyrus, Geo Rogers, & Geo Shatwell, Macclesfield, Chester, Cotton Spinners. Feb 16. Comp. Reg Feb 21.
Shackleton, John Collier, Botolph-lane, Merchant. Jan 29. Comp. Reg Feb 21.
Shaw, Thos, Huddersfield, York, out of business. Jen 29. Asst. Reg Feb 23.
Shemwell, John Stevenson, Sheffield, York, Grocer. Feb 16. Comp. Reg Feb 21.
Shields, Joseph Wm, Ipswich, Suffolk, Attorney's Clerk. Jan 31. Comp. Reg Feb 20.
Short, Jas Terry, Bradford-Abbas, Dorset, out of business. Jan 26. Comp. Reg Feb 22.
Sidgwick, John Keen, Earl Stonham, Suffolk, Brewer. Jan 27. Asst. Reg Feb 22.
Smith, Wm Vernon, Birm, Surgeon. Feb 17. Asst. Reg Feb 23.
Spooner, John, City-rd, Draper. Feb 6. Asst. Reg Feb 22.
Taylor, John Wm, Higham, Kent, Dealer. Feb 10. Asst. Reg Feb 22.
Wallace, Wm, Reading, Berks, Draper. Feb 3. Asst. Reg Feb 22.
Warburton, Wm Cornelius, Birkenhead, Chester, Grocer. Feb 17. Comp. Reg Feb 23.
White, Wm Hy, Sedgley, Stafford, Licensed Victualler. Feb 2. Asst. Reg Feb 22.
Widdowson, Aaron, Sheffield, York, Provision Dealer. Feb 13. Asst. Reg Feb 22.
Williams, Hy, Weston-super-Mare, Somerset, Shoemaker. Feb 5. Asst. Reg Feb 22.
Wilson, Walter de Lancey, Portsea, Southampton, Grocer. Feb 19. Comp. Reg Feb 22.
Wilkins, Thos Foster, Bootham, York, Schoolmaster. Feb 12. Comp. Reg Feb 21.
Young, Geo, Leighton Buzzard, Bedford, Innkeeper. Feb 10. Comp. Reg Feb 22.

TUESDAY, Feb. 27, 1866.

Bainbridge, John, Herbert Davy, & Richd Smith Hopper, Newcastle-upon-Tyne, Iron Ship Builders. Jan 27. Asst. Reg Feb 24.
Barnett, Solomon, Hackney-rd. Feb 14. Comp. Reg Feb 23.
Bateman, Hy, Waddingham, Lincoln, Shopkeeper. Feb 2. Asst. Reg Feb 26.
Beaton, John, St George's-ter, Hampstead, Pharmaceutist. Jan 31. Comp. Reg Feb 26.
Bernstein, Joseph, Pedley-st, Bethnal-green, Umbrella Manufacturer. Feb 12. Comp. Reg Feb 27.
Booty, John, Brighton, Sussex, Tailor. Jan 31. Asst. Reg Feb 27.
Browning, Hy, Bristol, House Painter. Feb 1. Asst. Reg Feb 27.
Clarke, Wm, Ashton-under-Lyne, Marble Mason. Feb 12. Comp. Reg Feb 23.
Cowan, Walter, Huddersfield, York, Travelling Draper. Feb 7. Asst. Reg Feb 26.
Dawson, Robt Wood, High-st, Marylebone, Carpenter. Feb 22. Comp. Reg Feb 23.
Edwards, Thos, Lpool, Ship Broker. Feb 20. Comp. Reg Feb. 26.
Flint, Wm, Spaldwick, Huntingdon, Harness Maker. Jan. 27. Asst. Reg Feb 23.
Gale, Robt Jas, Princes-ter, Bayswater, Job Master. Feb 19. Asst. Reg Feb 23.
Gilbert, Jas Willis, Redruth, Cornwall, Mine Agent. Feb 21. Comp. Reg Feb 26.
Graham, John, Exeter, Innkeeper. Feb 6. Asst. Reg Feb 24.
Greenwood, Benj, Bradford, York, Woolstapler. Feb 8. Comp. Reg Feb 26.
Gregory, Benj, Dunstable, Bedford, Draper. Jan 26. Asst. Reg Feb 23.
Hall, David, Carlisle, Builder. Jan 29. Asst. Reg Feb 26.
Harris, Moses, Little Alie-st, Goodman's-fields, Bootmaker. Feb 14. Comp. Reg Feb 26.
Hinxman, Geo, Salisbury, Wilts, Nurseryman. Jan 31. Asst. Reg Feb 24.
Hopkins, Wm Hanbury, Worcester, Confectioner. Jan 29. Comp. Reg Feb 24.
Houghton, Uriah, Soberton, Hants, Grocer. Feb 7. Asst. Reg Feb 24.
Huntley, Joseph, Consett, Durham, Saddler. Feb 12. Comp. Reg Feb 24.
Huxley, Thos, Whitchurch, Salop, Innkeeper. Jan 29. Asst. Reg Feb 24.
Jacobsen, Jens Jorgen, & Lorenz Johannes Frost, Corn Exchange-chambers, Mark-lane. Dec 27. Comp. Reg Feb 23.
Jones, Thos, Everton, nr Lpool, Grocer. Jan 27. Comp. Reg Feb 24.
Kittoe, Emily, Park-rd, Upper Holloway, Widow. Feb 14. Comp. Reg Feb 26.
Lancaster, John, Chesterfield, Derby, Confectioner. Jan 29. Comp. Reg Feb 23.
Latham, Richd Collins, High-st, Peckham, Grocer. Feb 13. Comp. Reg Feb 26.
Legg, Wm, sen, Swan-mead, Bermondsey New-rd, Leather Dresser. Feb 19. Comp. Reg Feb 24.
Leman, Robt, Westhall, Suffolk, Retired Farmer. Feb 6. Asst. Reg Feb 23.
Lewis, Isaiah, Mincus-street, West Ham-lane, out of business. Feb 24. Comp. Reg Feb 26.
Midgley, John, & Hartley Berry Andrews, Bradford, York, Worsted Spinners. Feb 2. Asst. Reg Feb 24.
Mitton, Edwd, Birm, Gent. Feb 14. Comp. Reg Feb 26.
Parnell, Jas, Lpool, Grocer. Feb 9. Asst. Reg Feb 26.
Pearce, Richd, Portsmouth, Hants, Baker. Feb 20. Comp. Reg Feb 24.
Powney, Thos, Spaldwick, Huntingdon, Blacksmith. Jan 29. Asst. Reg Feb 23.
Relf, Saml Burton, St Swithin's-lane, Engraver. Jan 29. Comp. Reg Feb 26.
Reynolds, John, Chesterfield, Derby, Confectioner. Feb 15. Asst. Reg Feb 26.
Schofield, Jas, Denton, Lancaster, Foreman to a Hat Manufacturer. Feb 20. Comp. Reg Feb 26.
Scott, Bernard, Christian-st, St George's-in-the-East, Licensed Carman. Feb 8. Comp. Reg Feb 26.
Slade, Robt, Puddletown, Dorset, Surgeon. Feb 19. Comp. Reg Feb 26.
Slater, Geo Jas, Naseby, Northampton, Farmer. Feb 7. Asst. Reg Feb 27.
Smith, Edwd John, Uttoxeter, Stafford, Saddler. Feb 21. Comp. Reg Feb 26.
Smith, John, Beverley, York, Beerhouse Keeper. Jan 27. Asst. Reg Feb 23.
Smith, John Cox, Maidstone, Kent, Surgeon Dentist. Jan 31. Asst. Reg Feb 23.
Stephenson, Geo, Lpool, Woollen Draper. Feb 1. Comp. Reg Feb 24.
Stewart, Thos Fredk, Canning Town, Essex, Licensed Victualler. Feb 17. Comp. Reg Feb 24.
Stout, Wm, Frizington, Cumberland, Grocer. Feb 1. Asst. Reg Feb 24.
Taylor, Chas, East Retford, Nottingham, Saddler. Feb 12. Asst. Reg Feb 23.
Taylor, Robt, Wickhamford, Worcester, Farmer. Jan 27. Asst. Reg Feb 24.
Taylor, Robt, Winterton-ter, Fulham-rd, Painter. Feb 14. Comp. Reg Feb 27.
Terry, Robt Gilbert, Portsea, Hants, Baker. Feb 6. Asst. Reg Feb 27.
Thrower, Hy, Ipswich, Suffolk, Grocer. Feb 9. Comp. Reg Feb 23.
Tindale, Geo, Jarrow, Durham, Grocer. Jan 30. Comp. Reg Feb 26.
Welch, Chas, Manch, Innkeeper. Feb 15. Comp. Reg Feb 23.
White, Thos, Hatcham, Berks, Provision Merchant. Jan 31. Asst. Reg Feb 26.

Bankrupts.

FRIDAY, Feb. 23, 1866.

To Surrender in London.

Bedford, Jas, Union-st, Borough, Boot and Shoe Manufacturer. Pet Feb 19. March 6 at 2. Lewis & Lewis, Ely-pl.
Bolton, Edwd, Horsleydown, Boot and Shoe Manufacturer. Pet Feb 16. March 14 at 12. Pritchard, Coleman-st.
Bull, Daniel Gingell, Aldersgate-st, Cheesemonger. Pet Feb 19. March 14 at 1. King, Fenchurch-st.
Bull, Hy, St John's-wood, Dealer in Jewellery. Feb 19. March 7 at 12. Aldridge.
Colson, Chas Downs, Belgrave-pl, Wandsworth-rd, Agent to a Ship Broker. Pet Feb 21. March 7 at 11. Smith & Co, Cheapside.
Davies, Wm Hy, Prisoner for Debt, London. Adj Feb 13. March 14 at 1.
Fuente, Enrique de la, Buckingham-st, Strand, Professor of Languages. Pet Feb 19. March 10 at 11. Edwards, Cannon-st.
Dowell, Geo Walter, King-st, Finsbury, Agent. Pet Feb 20. March 7 at 11. Spiller, Finsbury.

Druitt, Hy Percy, Prisoner for Debt, Maidstone. Adj Feb 16. March 10 at 11.
Eagles, Thos Duncombe, Prisoner for Debt, London. Adj Feb 19. March 7 at 12. Aldridge.
Evans, Thos, Prisoner for Debt, London. Adj Feb 19. March 7 at 12. Aldridge.
Golding, Fredk, Deptford, Kent, out of business. Pet Feb 19. March 10 at 11. Simpson, Wellington-st.
Harris, John, Lower Sydenham, Kent, Plumber. Pet Feb 19. March 10 at 11. Greenwood, Serjeant's-inn, Fleet-st.
Hunt, Wm, Red Lion-sq, out of business. Pet Feb 20. March 7 at 11. Wyatt, Queen-sq.
Kerly, John Hampden, Prisoner for Debt, London. Adj Feb 19. March 7 at 12. Aldridge.
Luke, Hy, Spitalfields, Coffee House Keeper. Pet Feb 21. March 7 at 11. Read, Cheapside.
Marks, Hy Edward Baldwin, St Mary-at-Hill, Comm Agent. Pet Feb 17. March 14 at 1. Scard, Gt St Helen's.
Nicholls, Chas Kerry, Devereux-ct, Strand, Bill Broker. Pet Feb 14. March 5 at 1. Chidley, Old Jewry.
Packer, Wm Hy, Caledonian-rd, Islington, out of business. Pet Feb 21. March 7 at 11. Woodbridge & Sons, Fleet-st.
Richmond, Jas Abraham, Prisoner for Debt, Maidstone. Adj Feb 16. March 14 at 1.
Robson, Geo, Peckham Rye, Clerk to a Hop Merchant. Pet Feb 19. March 5 at 1. Layton, jun, Islington.
Rothwell, Frank, Omnibus Driver, Clapham. Pet Feb 19. March 5 at 1. Wake, Basinghall-st.
Rowland, Evan, Prisoner for Debt, Maidstone. Adj Feb 16. March 10 at 11.
Shaw, Chas, Bermondsey New-rd, Size Manufacturer. Pet Feb 21. March 7 at 11. Marsden, Walbrook.
Swan, Joseph, Prisoner for Debt, London. Pet Feb 17 (for pau). March 5 at 12. Dobie, Guildhall-chambers.
Talkington, Jessee, Canonbury-rd, Islington, Builder. Pet Feb 19. March 5 at 12. Steadman, Coleman-st.
Thompson, John Matthew, Prisoner for Debt, London. Pet Nov 17 (for pau). March 10 at 1. Dobie, Guildhall-chambers.
Thomas, Wm, Prisoner for Debt, Maidstone. Adj Feb 9. March 5 at 1. Aldridge.
Vincent, John, Prisoner for Debt, London. Adj Feb 19. March 7 at 12. Aldridge.
Willavize, Thos, Nursling, Southampton, out of business. Pet Feb 21. March 14 at 2. Paterson & Son, Bouverie-st.
Weiss, Gottlieb, Denmark-st, Soho, Baker. Pet Feb 20. March 14 at 2. Jenkinson & Son, Gracechurch-st.
Weston, Chas, Eastbourne, Sussex, Builder. Pet Feb 21. March 10 at 12. Perry, Basinghall-st.

To Surrender in the Country.

Ambrose, Edmund, St Andrew-the-Less, Cambridge, out of business. Adj. Cambridge, March 6 at 3.
Andrews, Joseph, Alfreton, Derby, Builder. Pet Feb 12. Alfreton, March 12 at 12. Sugg, Ilkeston.
Biddles, Chas Wm, Tonbridge Wells, Sussex, Warehouseman. Pet Feb 19. Tonbridge Wells, March 5 at 3. Cripps, Tunbridge Wells.
Black, Wm, Kingston-upon-Hull, Master Mariner. Pet Feb 21. Leeds, March 7 at 11. Hearfield, jun, Hull.
Boyle, John, Lpool, Dealer in Drugs. Pet Feb 21. Lpool, March 5 at 11. Best, Loool.
Cardey, Wm, Woolston, Southampton, Innkeeper. Pet Feb 20. Southampton, March 7 at 12. Mackey, Southampton.
Cane, Chas, Leeds, York, Lithographer. Pet Feb 16. Leeds, March 15 at 12. Clarke, Leeds.
Carver, Wm, Chichester, Horse Clipper. Pet Feb 16. Chichester, March 7 at 12. Lamb, Brighton.
Cawdron, Geo, Coningsby, Lincoln, Innkeeper. Pet Feb 17. Horncastle, March 6 at 12. Brackenbury, Alford.
Croxall, Joseph Tomlinson, Bradford. York, out of employment. Pet Feb 20. Bradford, March 6 at 10. Terry & Watson, Bradford.
Curtis, Robert, Northrepps, Norfolk, out of employment. Pet Feb 19. North Walsham, March 12 at 11. Sadd, jun, Norwich.
Davies, Stephen Hodge, Tenby, Pembroke, Draper's Assistant. Pet Feb 20. Bristol, March 7 at 11. Press & Inskip, Bristol.
Dawes, Joseph, Alfreton, Derby, Collier. Pet Feb 12. Alfreton, March 12 at 12. Sugg, Ilkeston.
Dennis, John, Bodmin. Pet Feb 17. Bodmin, March 14 at 10. Wallis, Bodmin.
Dudgale, John, Prisoner for Debt, Lancaster. Adj Feb 14. Manch, March 6 at 11.
Fallon, Geo, Wolverhampton, Stafford, Brass Caster. Pet Feb 16. Wolverhampton, March 19 at 12. Bartlett, Wolverhampton.
Fielding, John, Oldham, Lancaster, Comm Agent. Pet Feb 19. Oldham, March 8 at 10. Mellor, Oldham.
Fletcher, Hy, Oaken, Stafford, Corn Factor. Pet Feb 2. Birm, March 9 at 12. Green, Birm.
Fulton, Wm, Skipton, York, Grocer. Pet Feb 13. Leeds, March 8 at 11. Bond & Barwick, Leeds.
Greenfield, John, Mexbrough, York, Engine Driver. Pet Feb 19. Doncaster, March 7 at 12. Woodhead, Doncaster.
Greaves, John, Derby, Druggist. Pet Feb 21. Leeds, March 17 at 12. Freston, Sheffield.
Harwood, Wm, Birm, Boot and Shoe Dealer. Pet Feb 21. Birm, March 7 at 12. Coleman, Birm.
Harrold, Ewen Baillie, Loughborough, Leicester, Gent. Pet Feb 20. Birm, March 13 at 11. Deane, Loughborough.
Harrison, John, Manchester Union Workhouse, Porter. Pet Feb 20. Manch, March 12 at 9.30. Glover & Ramwell, Bolton.
Harding, Chas, Wimborne Minster, Dorset, Innkeeper. Pet Jan 9. Wimborne Minster, March 9 at 11. Moore, Wimborne Minster.
Horlock, Alfred, Milton-next-Gravesend, Kent, Engineer. Pet Feb 19. Gravesend, March 7 at 12. Sharland, Gravesend.
Howard, Chas, Tunstall, Stafford, Butcher. Pet Feb 20. Hanley, March 10 at 12. Tomkinson, Burslem.
Johnson, Joseph, Manch, Baker and Flour Dealer. Pet Feb 19. Manch, March 5 at 12. Gardner, Manch.
Jones, David, Prisoner for Debt, Presteign. Adj Feb 10. Rhayader, March 16 at 10. Tomlinson, Presteign.
Jones, Jas, Nottingham, Grocer. Pet Feb 20. Birm, March 27 at 11. Heath, Nottingham.
Kenyon, Chas Rylance, Prisoner for Debt, Lancaster. Adj Feb 14. Lpool, March 7 at 11.
Larrington, Thos, Horncastle, Lincoln, Fellmonger. Pet Feb 17. Horncastle, March 6 at 11. Adcock, Horncastle.
Leek, John, Wolverhampton, Stafford, Shoemaker. Pet Jan 31. Wolverhampton, March 19 at 12. Cresswell, Wolverhampton.
Mathers, Joseph, Leeds, Cloth Manufacturer. Pet Feb 23. Leeds, March 5 at 11. Pullan, Leeds.
McCarter, Jas, Prisoner for Debt, Lancaster. Adj Feb 14. Manch, March 6 at 11.
McNaughton, Duncan, Marske, York, Grocer. Pet Feb 21. Leeds, March 8 at 11. Ferns, Leeds.
Morris, Richd, Prisoner for Debt, Monmouth. Adj Feb 13. Bristol, March 7 at 11.
Newman, John Beasley, Wallingford, Berks, Builder. Pet Feb 20. Wallingford, March 9 at 12. Dodd, Wallingford.
Nuttall, Eliz, Alice Nuttall, and Mary Nuttall, Elton, Lancaster, out of business. Pet Feb 19. Bury, March 8 at 10. Anderton, Bury.
Orange, Wm, Leeds, York, Warehouseman. Pet Feb 19. Leeds, March 15 at 12. Shackleton & Whiteley, Leeds.
Owen, Wm Hy, Gravesend, Kent, Tailor. Pet Feb 19. Gravesend, March 7 at 12. Ontred, Gravesend.
Phillips, Emma, Much Wenlock, Salop, Grocer. Pet Feb 22. Birm, March 12 at 12. Hodgson & Son, Birm.
Quick, Wm Hy, Plymouth, Devon, Marble Mason. Pet Feb 20. East Stonehouse, March 7 at 11. Rodd, East Stonehouse.
Rapsey, John, Shute, Devon, Painter. Pet Feb 20. Axminster, March 7 at 11. Tweed, Honiton.
Robson, Amos, Newcastle-upon-Tyne, Painter. Pet Feb 19. Newcastle, March 10 at 10. Joel, Newcastle-upon-Tyne.
Shearn, Edwin Mark, Newtown, Glamorgan, Hairdresser. Pet Feb 21. Cardiff, March 9 at 11. Raby, Cardiff.
Sparks, Robt, Swansea, Glamorgan, Fishmonger. Adj Feb 13. Swansea, March 6 at 2.
Stebbing, Chas Earnest, Plymouth, Devon, Commercial Traveller. Pet Feb 19. East Stonehouse, March 7 at 11. Robins, Plymouth.
Toulson, Jas, Holbeach, Lincoln, Carpenter. Pet Feb 15. Holbeach, March 12 at 10. Ayliff, Holbeach.
Trayner, Jas, Prisoner for Debt, Manch. Adj Feb 15. Manch, March 12 at 9.30. Nuttall, Manch.
Twigg, Jane, Aston-juxta-Birmingham, Grocer. Pet Feb 21. Birm, March 9 at 10. Duke, Birm.
Warner, Saml Villiers, Leominster, Hereford, Hat Manufacturer. Pet Feb 20. Birm, March 7 at 12. Reece & Harris, Birm.
Watkin, John, Lincoln, Boot Maker. Pet Feb 14. Lincoln, Feb 28 at 11. Brown & Son, Lincoln.
Williams, Owen R., Llangefni, Anglesey, Innkeeper. Pet Feb 19. Holyhead, March 8 at 11. Owen, Llangefni.
Wilkins, Wm, Leicester, out of business. Pet Feb 20. Birm, March 13 at 11. Petty, Leicester.

TUESDAY, Feb. 27, 1866.

To Surrender in London.

Allwright, Edwd Geo, Edward-st, Bow-rd, Banker's Clerk. Pet Feb 24. March 12 at 1. Lumley, Moorgate st.
Ashton, John, Prisoner for Debt, London. Pet Feb 24 (for pau). March 13 at 2. Goatley.
Bacon, John, Prisoner for Debt, London. Adj Feb 19. March 13 at 11.
Brennan, Richd Alfred, Durham-pl, Lambeth-rd, Musician. Pet Feb 22. March 12 at 11. Wilding, Tichborne-st.
Brown, Richd Augustus, Paternoster-row, Bookseller. Pet Feb 24. March 13 at 1. Elmslie & Co, Leadenhall-st.
Brown, Chas, Georgiana-st, Camden-town, Plumber. Pet Feb 23. March 13 at 1. Treherne & Co, Aldermanbury.
Chambers, Wm Thos, High-st, Engineers. Pet Feb 23. March 13 at 1. Mayo, Wilton-ter, Wandsworth-rd.
Clapp, Robt, Prisoner for Debt, London. Adj Feb 19. March 10 at 12.
Coston, Maria, Prisoner for Debt, London. Adj Feb 21. March 10 at 11.
Cox, Wm Hy, Oxford, Carpenter. Pet Feb 24. March 13 at 1. Munday, Essex-st, Strand.
Day, Geo Wm John, Prisoner for Debt, London. Adj Feb 19. March 10 at 1.
Dowton, Hy, Prisoner for Debt, London. Adj Feb 21. March 11 at 11. Aldridge.
Dunbar, Wm, Russell-st, Mile End, out of business. Pet Feb 23. March 12 at 12. New, Fleet-st.
Ennis, John, Prisoner for Debt, London. Pet Feb 21 (for pau). March 12 at 12. Kent, Cannon-st West.
Fox, Fredk, Prisoner for Debt, London. Adj Feb 21. March 13 at 11.
Free, Richd Wm, Lime-st, Dairyman. Pet Feb 21. March 14 at 2. Ody, Trinity-st, Southwark.
Gillespie, Wm, Brighton, Tobacconist. Pet Feb 22. March 12 at 12. Peverley, Coleman-st.
Gordon, John Fredk, Greenwich, Kent, Hotel Keeper. Pet Feb 22. March 12 at 12. Cartwright, Laurence Pountney-hill.
Hicks, Frank Gordon James, Prisoner for Debt, London. Adj Feb 21. March 13 at 11.
Hobern, John Robt, St Austin's-rd, Upper Norwood, Builder. Pet Feb 21. March 12 at 11. Pope, Old Broad-st.
Ingram, Owen Skinner, St Anne's-rd, Stepney, Shipwright. Pet Feb 22. March 10 at 1. Rhodes, Church-ct, Clement's-lane.
Kirkby, Francis, Norwich, Milliner. Pet Feb 7. March 13 at 2. Ashurst & Co., Old Jewry.
Mose, Edwin, Prisoner for Debt, Lewes. Adj Feb 21. March 10 at 1. Aldridge.
Murray, Wm Hy, Prisoner for Debt, London. Pet Feb. 19. March 14 at 1. Hodson, Salisbury-st, Strand.
Newbery, Wm, Prisoner for Debt, Norwich. Adj Feb 15. March 10 at 1.
Newnham, Hy, Gloucester-st, South Belgravia, News Agent's Assistant. Pet Feb 22. March 12 at 12. Goldrick, Strand.
Pearce, Geo, Prisoner for Debt, London. Adj Feb 19. March 13 at 1.
Phillips, Jas, Prisoner for Debt, London. Pet Feb 21 (for pau). March 11 at 12. Kent, Cannon-st West.

Pitman, Edwd, Gracechurch-st, Printer. Pet Feb 22. March 12 at 12. Chidley, Old Jewry.
Purvis, John, Debtford, Kent, Linendraper. Pet Feb 20. March 10 at 12. Smith, Southampton-st, Strand.
Reycraft, John, East India-rd, Poplar, Agent to an Assurance Office. Pet Feb 23. March 13 at 12. Wright, Chancery-lane.
Robertson, Jas Hector Mackenzie, Brentwood, Essex, Lieut. R.N. Pet Feb 21. March 10 at 12. Lomax, Duke-st, St. James's.
Howlands, Richd, Prisoner for Debt, London. Pet (for pau) Feb 23. March 12 at 1. Goatley, Bow-st, Covent-garden.
Smith, Thos Philip, Walthamstow, Essex, out of business. Pet Feb 21. March 10 at 12. Hall, Coleman-st.
Somerset, Geraldine Harriette, Lewes. Adj Feb 21. March 12 at 11. Aldridge.
Sweet, Richd, Prisoner for Debt, London. Adj Feb 19. March 13 at 12.
Watts, Wm, Bedfont, Middx, Shoemaker. Pet Feb 22. March 13 at 12. Spencer, Coleman-st.
Williams, Wm, Greenwich, Kent, Dairyman. Pet Feb 23. March 12 at 2. Harrison & Lewis, Old Jewry.
Wise, Saml, Prisoner for Debt, London. Adj Feb 19. March 13 at 2.

To Surrender in the Country.

Abrahams, Reuben, Prisoner for Debt, Lancaster. Adj Nov 18. Manch, March 14 at 3. Samwell, Lpool.
Allsop, Hy, Upton-upon-Severn, Worcester, Licensed Victualler. Pet Feb 21. Upton-upon-Severn, March 13 at 11. Wilson, Worcester.
Appleby, Jas, Prisoner for Debt, Lancaster. Pet Feb 17 (for pau). Lancaster, March 9 at 12. Gardner, Manch.
Baxter, Robt, Norwich, Hay Dealer. Pet Feb 23. Norwich, March 12 at 11. Emerson, Norwich.
Bishop, Geo, Martock, Somerset, Plumber. Pet Feb 23. Yeovil, March 13 at 11. Watts, Yeovil.
Blake, Edwd, Sheffield, Provision Dealer. Pet Feb 24. Leeds, March 17 at 12. Fretson, Sheffield.
Bolton, Thos, Lpool, Ale Merchant. Pet Feb 21. Lpool, March 13 at 3. Yates, Lpool.
Booth, Geo, Monkwearmouth, out of business. Pet Feb 23. Sunderland, March 13 at 3. Ranson & Son, Sunderland.
Brooks, Edgar, Balsall-heath, Worcester, out of business. Pet Feb 23. Birm, March 12 at 12. Southall & Nelson, Birm.
Clarke, Wm, Prisoner for Debt, Bristol. Adj Nov 14. Ross, March 10 at 12. Williams, Ross.
Eckford, John, Newcastle-upon-Tyne, Turner. Pet Feb 19. Newcastle-upon-Tyne, March 13 at 11.30. Scaife & Britton, Newcastle-upon-Tyne.
Farmer, Beversham, Stafford, Brewer. Pet Feb 24. Birm, March 12 at 12. James & Griffin, Birm.
Fletcher, Wm, Foxholes, York, Innkeeper. Pet Feb 22. Great Driffield, March 12 at 11. Hodgson, Great Driffield.
Gaskill, Walter, & John Wright, Lpool, Auctioneers. Pet Feb 24. Lpool, March 12 at 11. Best, Lpool.
Good, John Richd, Prisoner for Debt, Lancaster. Pet Feb 17 (for pau). Lancaster, March 9 at 12. Gardner, Manch.
Grisdale, Richd, Kendal, Westmoreland, Builder. Pet Feb 22. Newcastle-upon-Tyne, March 14 at 12. Harle & Co, Newcastle-upon-Tyne.
Hill, Jas Saml, Birm, Journeyman Weighing Machine Maker. Pet Feb 9. Birm, March 9 at 10. Parry, Birm.
Hollyman, Alfred Hezekiah, Cardiff, Glamorgan, out of business. Adj Jan 17. Bristol, March 20 at 12.
Holden, Thos, Prisoner for Debt, Maidstone. Adj Feb 16. Rochester, March 10 at 12.
Hughes, De Bosco, Saltley, nr Birm, Scenic Artist. Pet Feb 9. Birm, March 9 at 10. Suckling, Birm.
Humphreys, Edwd, East Dereham, Norfolk, Accountant. Pet Feb 22. East Dereham, March 14 at 11. Chittock, Norwich.
Huskinson, John, Prisoner for Debt, Nottingham. Adj Feb 20. Nottingham, March 18 at 11.
Jones, Job, Aberystwith, Cardigan, Butcher. Pet Feb 22. Bristol, March 9 at 11. Atwood & Rowe, Aberystwith.
Kensey, Rowland, Dudley, Worcester, Grocer. Pet Feb 23. Birm, March 12 at 12. Southall & Nelson, Birm.
Lee, John, Prisoner for Debt, Lancaster. Adj Feb. 14. Lpool, March 9 at 11.
Lewis, Wm, Ross, Hereford, Coach Builder. Pet Feb 9. Ross, March 10 at 11. Minett, Ross.
Litchfield, Hy, Fenton-park, Stafford, Journeyman Crate Maker. Pet Feb 20. Stoke-upon-Trent, March 10 at 11. Tennant, Hanley.
Marrion, Ellen, Wombridge, Salop, Innkeeper. Pet Feb 22. Wellington, March 13 at 10. Knowles, Wellington.
Mellor, Mary, Alstonfield, Stafford, out of business. Pet Feb 16. Ashbourne, March 16 at 12. Fox, jun, Ashbourne.
Merrick, Alfred, Prisoner for Debt, Bristol. Adj Feb 20 (for pau). Bristol, March 9 at 12.
Monk, Hy, Brighton, Sussex, Schoolmaster. Pet Feb 22. Brighton, March 14 at 11. Runnacles, Brighton.
Morrison, Jas, Prisoner for Debt, Lancaster. Pet Feb 17 (for pau). Lancaster, March 9 at 12. Gardner, Manch.
Morris, Matthew, Kirkdale, near Lpool, Bootmaker. Pet Feb. 20. Lpool, March 12 at 12. Etty, Lpool.
Mullen, John Fleming Whitmore, Prisoner for Debt, Lancaster. Pet Feb 17 (for pau). Lancaster, March 9 at 12. Johnson & Tilly, Lancaster.
Parker, Geo, East Rudham, Norfolk, Well Sinker. Pet Feb 23. Little Walsingham, March 22 at 3. Atkinson, Norwich.
Phillips, Joseph, Balsall-heath, Worcester, Cab Driver. Pet Feb 16. Birm, March 9 at 10. Parry, Birm.
Pitts, Hy, Bilton, Gloucester, Miller. Pet Feb 24. Bristol, March 9 at 12.
Platt, John Robt, and Joseph Wilcox, Oldham, Lancaster, Cotton Spinners. Pet Feb 21. Manch, March 9 at 11. Leigh, Manch.
Riseborough, Jas Joseph, Bishopwearmouth, Durham, Whitesmith. Pet Feb 23. Sunderland, March 13 at 3. Eglinton, Sunderland.
Roberts, John, Wrexham, Denbigh, Joiner. Pet Feb 22. Wrexham, March 16 at 11.
Roberts, Wm, Birm, out of business. Pet Feb 23. Birm, March 29 at 10. Allen, Birm.
Skelton, Matthew Hy, Prisoner for Debt, York. Adj Feb 16. Leeds, March 12 at 11.
Threapleton, Geo, Pudsey, York, out of business. Pet Feb 21. Bradford, March 13 at 9.45. Dawson, Bradford.
Turner, Rawlinson, Chester, Servant. Pet Feb 22. Blackburn, March 15 at 11. T. & R. C. Radcliffe, Blackburn.
Twist, Edwin, Aston-juxta-Birm, out of business. Pet Feb 19. Solihull, March 19 at 12. Duke, Birm.
Wakefield, Wm, Leamington, Warwick, Wholesale China Dealer. Pet Feb 24. Birm, March 16 at 12. Sherwood, Leamington.
Wheeler, Jas, Plymouth, Devon, Fruit Dealer. Pet Feb 23. Exeter, March 12 at 12.30. Fryer, Exeter.
Winter, John, Newcastle-upon-Tyne, out of business. Pet Feb 14. Newcastle, March 10 at 10. Forster, Newcastle-upon-Tyne.
Wiley, Wm, Burnham Overy, Norfolk, Foreman of a Brickyard. Pet Feb 22. Little Walsingham, March 22 at 3. Garwood, jun, Wells.
Wright, Jas, Levenshulme, Lancaster, Joiner. Pet Feb 24. Manch, March 12 at 9.30. Richardson, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 23, 1866.

Shackleton, John Collier, Botolph-lane, Merchant. Feb 20.
Watson, Hy Caistor, Lincoln, Butcher. Feb 7.

TUESDAY, Feb. 27, 1866.

Babington, Benj, Addlestone, Surrey, Barrister-at-Law. Feb 22.
Beckley, Geo, Oxford-st, Saddler. Feb 23.
Best, Wm Bartholomew, Lincoln, Corn Merchant. Feb 21.
Beldam, Thos, Bluntisham, nr St Ives, Huntingdon, Farmer. Feb 22.
Little, Thos, Walford, Hereford, Small Farmer. Feb 10.